



Amendment No. 4
to
Contract No. MA 5600 NA16000017
for
Installation and Support Services
between
Control Panels USA, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension for the subject contract. This extension option will be effective December 01, 2020 to November 30, 2021. No options will remain.
- 2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/01/2015 – 11/30/2017	\$1,000,000.00	\$1,000,000.00
Amendment No. 1: Option 1 – Extension 12/01/2017 – 11/30/2018	\$500,000.00	\$1,500,000.00
Amendment No. 2: Option 2 – Extension 12/01/2018 – 11/30/2019	\$500,000.00	\$2,000,000.00
Amendment No. 3: Option 3 – Extension 12/01/2019 – 11/30/2020	\$500,000.00	\$2,500,000.00
Amendment No. 4: Extension for Time Only 12/01/2020 – 11/30/2021	\$0.00	\$2,500,000.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  7-27-2020

Printed Name: Martin W. Salyer
Authorized Representative
Control Panels USA, Inc.
16310 Bratton Lane, Building 1, Suite 100
Austin, Texas 78728
msalyer@controlpanelsusa.net
512-863-3224

Sign/Date: Sai Xoomsai Purcell Digitally signed by Sai Xoomsai Purcell
Date: 2020.11.25
11:12:26 -06'00'

Gil Zilkha
Procurement Specialist IV
City of Austin Purchasing Office
Communications and Technology Office
1124 S. IH 35, Suite 300
Austin, Texas 78704



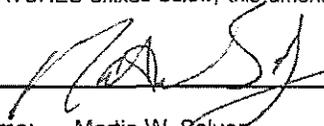
Amendment No. 3
to
Contract No. MA 5600 NA160000017
for
Installation and Support Services
between
Control Panels USA, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 01, 2019 to November 30, 2020. No options will remain.
- 2.0 The total contract amount is increased by \$500,000 by this extension period. The total contract authorization is recapped below:

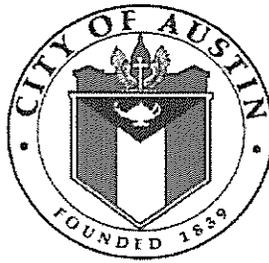
Action	Action Amount	Total Contract Amount
Initial Term: 12/01/2015 – 11/30/2017	\$1,000,000.00	\$1,000,000.00
Amendment No. 1: Option 1 – Extension 12/01/2017 – 11/30/2018	\$500,000.00	\$1,500,000.00
Amendment No. 2: Option 2 – Extension 12/01/2018 – 11/30/2019	\$500,000.00	\$2,000,000.00
Amendment No. 3: Option 3 – Extension 12/01/2019 – 11/30/2020	\$500,000.00	\$2,500,000.00

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:  10-28-19
Printed Name: Martin W. Salver
Authorized Representative
Control Panels USA, Inc.
16310 Bratton Lane, Building 1, Suite100
Austin, Texas 78728
msalver@controlpanelsusa.net
512-863-3224

Sign/Date:  10/30/19
Jim Howard
Procurement Manager
Austin Energy
721 Barton Springs Road
Austin, Texas 78704



Amendment No. 2
to
Contract No. 5600 NA160000017
for
Installation and Support Services
between
Control Panels USA, Inc
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 1, 2018 through November 30, 2019. One (12 month) option will remain.
- 2.0 The total contract amount is increased by \$500,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/01/2015 – 11/30/2017	\$1,000,000.00	\$1,000,000.00
Amendment No. 1: Option 1 – Extension 12/01/2017 – 11/30/2018	\$500,000.00	\$1,500,000.00
Amendment No. 2: Option 2 – Extension 12/01/2018 – 11/30/2019	\$500,000.00	\$2,000,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Martin W. Salyer 9-24-18

Printed Name: Martin W. Salyer
Authorized Representative

Control Panels USA, Inc.
16310 Bratton Lane, Building 1, Suite 100
Austin, TX 78728

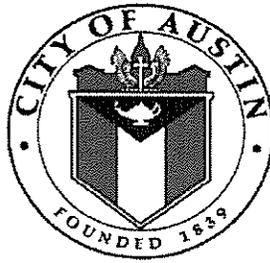
Sign/Date: Bartley Tyler 9/24/18

Printed Name: Bartley Tyler
Authorized Representative

Sign/Date: James T. Howard 9/24/18

Printed Name: JAMES T. HOWARD

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. 5600 NA16000017
for
Installation and Support Services
between
Control Panels USA, Inc
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 1, 2017 through November 30, 2018. Two options will remain.
- 2.0 The total contract amount is increased by \$500,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/01/2015 – 11/30/2017	\$1,000,000.00	\$1,000,000.00
Amendment No. 1: Option 1 – Extension 12/01/2017 – 11/30/2018	\$500,000.00	\$1,500,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Martin W. Salyer 11-1-17

Printed Name: Martin W. Salyer, President & CEO
Authorized Representative

Sign/Date: [Signature]

Printed Name: JAMES T. HOWARD
Authorized Representative
Account Manager

Control Panels USA, Inc.
16310 Bratton Lane, Building 1, Suite 100
Austin, TX 78728

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
124 W. 8th St., Austin, Texas, 78701

November 23, 2015

Control Panels USA, Inc.
Attn: Martin Salyer, P.E., President
16310 Bratton Lane, Building 1, Suite 100
Austin, TX 78728

Dear Martin:

The Austin City Council approved the execution of a contract with your company for Installation and Support Services in accordance with the referenced solicitation.

Responsible Department:	CTM
Department Contact Person:	Gary Quick
Department Contact Email Address:	Gary.Quick@austintexas.gov
Department Contact Telephone:	512-972-0248
Project Name:	n/a
Contractor Name:	Control Panels USA, Inc.
Contract Number:	MA 5600 NA160000017
Contract Period:	12/1/15 - 11/30/2017
Dollar Amount	\$1,000,000.00
Extension Options:	Three 12-month extension options
Requisition Number:	RQM 5600 14121000080
Solicitation Number:	RFP JXH0505Rebid
Agenda Item Number:	27
Council Approval Date:	10/15/15

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Gary Quick, Contract Manager at 512-972-0248.

Sincerely,

Terry Nicholson
Senior Buyer Specialist
Purchasing Office
Financial and Administrative Service Department

cc: G. Quick, AWU
G. Zilkha, FSD

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Control Panels USA, Inc. (“Contractor”)
for
Installation and Support Services
MA 5600 NA16000017**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Control Panels USA, Inc. having offices at 16310 Bratton Lane, Building 1, Suite 100, Austin, Texas 78728 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JXH0505REBID.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City’s Solicitation, Request for Proposal (RFP), JXH0505REBID including all documents incorporated by reference

1.1.3 Control Panels USA, Inc. Offer, dated June 15, 2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of 24 months and may be extended thereafter for up to three 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,000,000.00 for the initial Contract term and \$500,000.00 for each extension option as indicated in the proposal. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Control Panels USA, Inc.

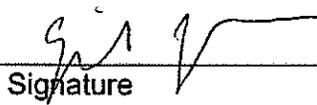
CITY OF AUSTIN

Martin W. Salyer

Gil Zilkha

Printed Name of Authorized Person

Printed Name of Authorized Person



Signature

Signature

President

Contract Administrator

Title:

Title:

11-12-15

11/13/15

Date:

Date:

Company Name: Control Panels USA Inc.
Company Address: 16310 Bratton Lane, Building 1, Suite 100
City, State, Zip: Austin, Texas 78728
Federal Tax ID No. [REDACTED]
Printed Name of Officer or Authorized Representative: Martin W. Salyer, P.E.
Title: President
Signature of Officer or Authorized Representative: 
Date: June 17, 2015
Email Address: msalyer@controlpanelsusa.net
Phone Number: 512-863-3224

*** Proposal and MBE/WBE Procurement Program Package response must be submitted with this Offer sheet to be considered for award**



ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

Solicitation: RFP JXH0505REBID Addendum No: 1 Date of Addendum: 5/18/2015

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. Section 0900, MBE/WBE Procurement Program Package is hereby replaced in its entirety with the attached Updated version correcting the Compliance Plan Goals on page 11. The correct Project Subgoals are:

MBW – N/A

African American – 2.45%

Hispanic – 2.38%

Asian/Native American – 2.31%

WBE – 2.29%

The 0900 in the solicitation package has been replaced with this corrected version.

- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Jonathan Harris

May 18, 2015

Jonathan Harris, Senior Buyer Specialist
Purchasing Office, (512) 974-1771

ACKNOWLEDGED BY:

Control Panels USA Inc.

Name


Authorized Signature

Martin W. Salyer, P.E.

June 17, 2015

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS

RFP: JXH0505 REBID

Addendum No: 2

Date of Addendum: 6/5/2015

This addendum is incorporating the following change to the above-referenced RFP.

1. Section 0900, MBE/WBE Procurement Program Package is hereby replaced in its entirety with the attached updated version correcting the Compliance Plan goals and requirements on page 11.

MBE-N/A

African American-2.45%

Hispanic-2.38%

Asian/Native American-2.31%

WBE- 2.29%

2. Section 0600 Proposal Preparation Instructions and Evaluation Factors has been revised and is hereby replaced with Section 0600Rev1 which is attached.
3. Attendance sign in sheet from the pre-proposal meeting held June 3, 2015 is attached and hereby incorporated into the solicitation.
4. Attachment 1, is hereby added to the solicitation, which is JXH0505REBID handout from the Small and Minority Business Resources Department which was distributed at the Pre-Proposal Meeting.
5. Responses to the vendor questions are posted below.

Question: In the MBE/WBE Compliance Plan Questions 4 & 5 in Section VII: They state, "If no, please attach." Should they state, "If so, please attach?"

Response: This is a typo, both should say "If so, please attach."

Question: We have experience with one or more firms on the SLBP list. That experience was unsatisfactory, and we would not use the firm(s) again. Are we required to contact those firms?

Response: Yes, you are required to reach out to ALL firms on the availability list. This does not guarantee that you will work with those firms, but they must be contacted.

Question: The instructions refer to Section VII as "Disclosure of Primary and Alternate Trucking Subcontractors." Section VIII is referred to as "MBE/WBE Compliance Plan Check Sheet." The

Disclosure of Primary and Alternate Trucking Subcontractors section is not in the Compliance Plan and is not needed for this contract. The MBE/WBE Compliance Plan Check Sheet is Section VII.

Response: This is also an error, forms have been recently updated, but the sections should be included

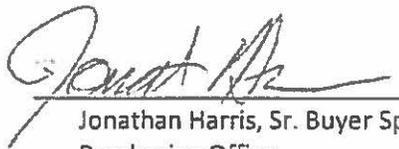
Question: We do not know whether we have met the subcontracting goals because we do not know the scope of the task orders. How do we respond to the question of whether the goals have been met?

Response: You have to make your best estimate as to what percentage of work will be performed by each firm listed on your compliance plan based on the scopes listed in the solicitation. You are to at least attempt to achieve the goals set. SMBR will be monitoring as the project progresses and we understand that certain scopes may not materialize or others may arise and these changes will be dealt with through the Request for Change process.

6. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:



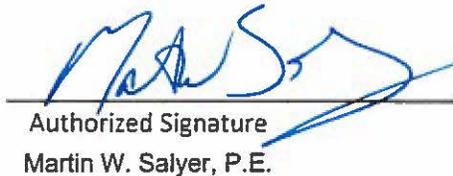
Jonathan Harris, Sr. Buyer Specialist
Purchasing Office

June 5, 2015
Date

ACKNOWLEDGED BY:

Control Panels USA Inc.

Vendor Name



Authorized Signature
Martin W. Salyer, P.E.

June 17, 2015
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: JXH0505REBID

Addendum No: 3

Date of Addendum: 6/16/2015

This addendum is incorporating the following change to the above-referenced RFP:

1. Proposers must include, as part of their cost proposal (Section 0600 Proposal Preparation Instructions and Evaluation Factors Update 1 June 4, 2015 part 1-I) a cost plus percentage mark-up model for any materials required under the contract. Please include a clear statement of the percentage mark-up you are proposing for material required under the contract. The awarded Contractor will be required to provide proof of their cost for any materials invoiced throughout the contract term.
2. Proposers must ensure that they submit the most recent Compliance Plan with their response with the goals of :
 - African American-2.45%
 - Hispanic-2.38%
 - Asian/Native American-2.31%
 - WBE- 2.29%

Proposers not meeting any of these individual goals must include all documentation of good faith efforts they wish to be considered with their submittal. Proposers should contact the City's Small and Minority Business Resource Center with any questions related to the compliance plan at (512) 974-7600.

3. The Proposal Closing Date and Time and Compliance Plan Due Date and Time are Hereby changed to:

PROPOSAL DUE PRIOR TO: 3:00 PM CST on June 25, 2015
PROPOSAL CLOSING TIME AND DATE: 3:00 PM CST on June 25, 2015
COMPLIANCE PLAN DUE PRIOR TO: 3:00 PM CST on June 25, 2015

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Contoller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE**: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS**:
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY:**

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. HOLIDAYS: The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 5:00 pm CST June 8, 2015. Submissions may be made via email to: jonathan.harris@austintexas.gov or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Utility
Attn:	Gary Quick
Address	625 E. 10 th Street, Austin, Texas 78701
City, State Zip Code	Austin, Texas 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **RESTOCKING FEES:**
- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.
7. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule on a per project basis. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the project proposal, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$150 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$150 per calendar day for each calendar day of delay.
8. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work on a per project basis required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
9. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

10. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

11. **LIVING WAGES (applicable to procurements involving the use of labor):**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.39 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

12. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

13. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the “report”) for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as “Contractor’s personnel”).
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver’s license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver’s license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor’s personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver’s license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor’s personnel to determine those appropriate for execution of the work and for presence on the City’s property. A list of all Contractor Personnel requiring access to the City’s site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor’s affidavit described in (D) above and the list of the Contractor’s personnel, the City will provide each of Contractor’s personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor’s personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor’s personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor’s schedule. Lost ID badges shall be reported to the City’s Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor’s personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

15. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Austin Water Utility Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Water Utility building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water Utility building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

16. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

17. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 10 percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: Wages and Salaries	
Series ID: CIU2020000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Private Industry	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All included labor	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
18. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
19. **BUY AMERICAN ACT – SUPPLIES:** (applicable to certain Contracts with Federal funding).
- A. In accordance with applicable Federal Regulations, the City is restricted from purchasing supplies that are not domestic end products, for use within the United States. Offerors shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Buy American Act Certificate. (See Section 0300, paragraph 55 for additional guidelines).
- B. Offerors shall sign and return with their Offer, the **Buy American Act Certificate** included in the Solicitation.
20. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
RFP JXH0505REBID**

21. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Gary Quick

AWU SCADA Supervisor

Gary.Quick@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
SOLICITATION NUMBER: RFP JXH0505REBID**

PURPOSE

This Request for Proposal is to seek proposals from qualified Instrumentation and Control Systems (ICS) firms that can provide installation and support services for Austin Water (AW) Supervisory Control and Data Acquisition (SCADA) systems. Types of services to be provided may include, but are not limited to:

- Installation of SCADA Equipment including but not limited to; computers, routers, switches, protocol converters, etc.
- Installation and wiring of Programmable Logic Controllers (PLC) Hardware including but not limited to PLC Racks, Remote Input/Output (RIO) Racks, Input/Output (IO) cards, Communication cards etc.
- Installation of conduit and wiring including copper and fiber optic cabling.
- Calibration of microprocessor based instruments and devices such as analyzers, flow meters, etc.
- Network infrastructure improvements including wireless and land base networks, Cisco routers and switches, Ethernet and MAS Radios.
- Programming and Configurations services for SCADA equipment including but not limited to; Human Machine Interfaces (HMI) hardware, Programmable Logic Controllers (PLC) and Remote Terminal Units (RTU).
- Process Control and network troubleshooting and repair.
- SCADA Database Administration and Reporting.
- SCADA Cyber Security Applications and Controls.
- SCADA On-Site Testing and Commissioning.

BACKGROUND

The Austin Water Utility has in operation a number of SCADA systems that are used to monitor and control the various water and wastewater facilities including; water and wastewater treatment plants, water distribution pump stations and reservoirs and wastewater collection lift stations. There are basically two types of SCADA HMI applications used by the Utility; GE Intelligent Platforms Proficy iFIX (Intellution) software, and Telvent's DNA software. Both are Windows based applications. The iFIX application versions range from 5.1 to 5.5. The Telvent DNA's SCADA application is version 7.5 and uses Windows Server 2008 operating system. The networks that connect the various facility SCADA systems, the host/SCADA computers and Operator Workstations running the HMI's are primarily Ethernet networks using Cisco routers and switches. The PLC/RTU networks use a combination of Modbus TCP (Ethernet), Modbus +, SYNET, Modbus RTU (serial) and DNP3 protocol. The majority of the PLC's and RTU's that the Utility uses are Schneider Electric Modicon Quantum, M340 and Momentum PLC's. However there are still some legacy equipment in use including; Modicon 984 PLC's, a few Allen Bradley ControlLogix PLC's, Square D's Symax Models 400 and 500 PLC's, and Telvent's Micro 1/C RTU's. The PLC and RTU Programming software used is primarily Schneider Electric's Concept and Unity Pro with some legacy ProWorks, Square D Symate and Allen

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
SOLICITATION NUMBER: RFP JXH0505REBID**

Bradley RS Logix 5000 remaining. Access to the SCADA Systems and network security is managed and monitored by a number of systems and applications including but not limited to: network monitoring (Nagios), Cisco pix firewalls, network intrusion detection system (SNORT), virus protection system (TrendMicro), Windows Active Directory group policies, etc.

Due to the sensitivity and nature of this work, the firm must have prior experience, installing, supporting and/or maintaining these types of SCADA systems and employees working on site may be requested to perform a security background check. The proposed firm shall submit as part of their proposal, prior related work experience and firm information as stated in the Proposal Preparations Instructions and Evaluation Factors form.

ANTICIPATED SERVICES

It is anticipated that the City of Austin, Austin Water Utility will, from time to time, need to engage an Instrumentation and Controls Systems (ICS) firm to implement small SCADA improvement projects and provide SCADA support services for the Utility's mission critical Supervisory Control and Data Acquisition (SCADA) systems. The services required will be performed on a scheduled and/or as needed basis. Therefore, the proposal shall be based on unit pricing and/or time and material basis as stated herein.

The SCADA Support services will include, but not be limited to, the design, installation, programming and configuration, troubleshooting, repair and testing of equipment and systems associated with the Utility SCADA Systems. SCADA support services including, but not be limited to; configuration, programming, troubleshooting, replacement and installation of the hardware and software associated with the SCADA systems such as; SCADA servers and Human Machine Interface (HMI) computers, Programmable Logic Controllers (PLC) and/or Remote Terminal Units (RTU), local area and wide area networks including routers, switches and cabling, and security systems and applications to keep the SCADA Systems secure.

Design Services

The selected ICS firm may be required to conduct and/or otherwise acquire the necessary field documentation, i.e. field survey data, test data, etc. to design the necessary equipment and system improvements desired by the Utility.

Depending on the nature of the task at hand, the selected firm may be asked to perform turn-key design and installation service for SCADA system improvements and upgrades, emergency repairs services and routine maintenance activities.

Installation Services

The selected ICS firms may be requested to provided services that are generally associated with the installation of SCADA equipment and might include; replacement in

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
SOLICITATION NUMBER: RFP JXH0505REBID**

kind of equipment, modifications to existing installations and/or installation of new equipment.

Programming and Configuration Services

The selected ICS firm may also be requested to program and/or configure a number of SCADA related equipment and applications ranging from; Human Machine Interfaces, Programmable Logic Controllers, Remote Terminal Units, network switches and routers, to security related applications such as firewalls, router access control lists, network intrusion detection systems and historical data collection like SQL Server historical database configuration and scripting. All programming of PLC, OIU, HMI and data collection equipment shall follow AWU standards were applicable.

Emergency Support Services

The selected ICS firm may also be requested, with short notice, to provide assistance in troubleshooting and/or repairing or replacing, failed or malfunctioning equipment and/or applications related to the operations of the Utility's SCADA Systems. Troubleshooting may be required starting at the field device control loop level, up to the host computers and the network that connects them.

In order to quantify the various task requested above, the selected firm shall provide the following service rates.

Service Rates:

Technical service shall be provided and charged for the following four (4) categories and associated rates:

- Scheduled Service, services scheduled weeks in advance and include; SCADA improvement projects, SCADA Equipment and Network Health Assessments, Annual Calibrations, Monthly Services, Misc. Projects, Training, etc.
- Emergency On-Site Service (services required within one (1) day of notice);
- Remote/Dial up Support Services (services performed off site with the use of telephone, dial up services, or Customer provided private network connection).

Scheduled Services may consist of implementing turnkey SCADA Improvement projects, Troubleshooting and Repair of existing SCADA systems, applications, equipment and/or infrastructure, partial and/or complete system checkout and maintenance and/or miscellaneous request as requested by the City of Austin to meet Utility needs.

Emergency on-site services consist of technical assistance being on-site within twenty four (24) hours of call and responding to the City of Austin within (1) hour of the page or message. Communication between the technician and City of Austin will remain open during this time period.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
SOLICITATION NUMBER: RFP JXH0505REBID**

Remote/Dial up Support Services calls consist of a telephone call back to the City of Austin within one (1) hour of page and/or message and providing immediate assistance via a remote dial-in or remote network connection to troubleshoot and/or help repair the problem at hand.

Labor rates quoted are to include all payroll taxes, benefits, hand tools, overhead and profit. Straight time rates apply for all hours worked during the normal eight (8) hour day, Monday through Friday. Overtime rates shall apply for all hours worked in excess of the normal eight (8) hour day and all day Saturday and Sunday.

Time and Material Rates

Where a clear scope of work is not defined in a project assignment and/or the service rates are not clearly identified, the work shall be performed on a "Time and Material" basis. The ICS firm proposal needs to include rates for the various job responsibilities and/or trades as indicated in Section 0600 (PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS).

QUALIFICATIONS

The ISC firm shall be a qualified "systems integrator" regularly engaged in the design, installation and support of instrumentation and control systems and their associated subsystems as they are applied to the municipal water and wastewater industry. For this request for proposal, a "Systems Integrator" shall be interpreted to mean an organization that complies with the following criteria:

1. Has successfully provided services of similar or greater complexity on at least three previous contracts within the past five years. Successful completion shall be defined as a finished contract without early termination or litigation.
2. Has been actively engaged in the type of work specified in this section for a minimum of five years as a company, not as individuals.
3. Has successfully completed at least one previous contract of similar or greater complexity to the Austin Water Utility within the last three years. Previous contract experience shall have specifically included programmable logic controller (PLC) installations and top end (SCADA Computers) human-machine interface (HMI) programming modifications.
4. The ISC firm must have a minimum of three full-time programmers on-staff to be able to assist on the projects.

GENERAL REQUIREMENTS

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
SOLICITATION NUMBER: RFP JXH0505REBID**

The ISC firm shall be qualified and have the capabilities to perform each of the types of services described above under anticipated services. This section defines the typical tasks that may be required as part of a typical project. The ISC firm shall provide costing information as stated herein to provide a basis for negotiating an assignment.

The ISC firm shall be capable of calibrating instruments and equipment interfacing with the control system. The ISC shall be capable of working with AW Instrumentation & Controls personnel to provide field troubleshooting services to identify field signals between control system elements, including using tools to measure analog and discrete signals, using current signal generators to simulate analog signals, and simulation of outputs.

The ISC firm shall be capable of installing new instruments and control devices, including installation of conduit and wiring. The ISC firm shall be capable of demolition of existing unused or abandoned control devices, conduit, and wire.

The ISC firm shall be capable of installing and terminating various types of cables as necessary to interconnect new devices and SCADA equipment including instrumentation wiring, Ethernet copper cabling (CAT 5 and 6) and single and multi-mode fiber optic cabling.

The ISC firm shall be capable of making modifications to existing PLC programs to include the addition of new input/output (I/O) signals and control logic, removal of abandoned I/O and control logic, and modifications to existing I/O and control logic.

The ISC firm shall be capable of making modifications to the existing top-end (SCADA computers) I/O drivers and HMI database to include the addition of new hard and soft I/O signals, the removal of abandoned signals, and modifications to existing signals. Modifications may include the point name, description, alarm messages, I/O address, and other database properties. These changes shall be made to the database on both the Primary and the Standby top-end SCADA Servers, as well as to any affected Operator Interface Units (OIUs) which include a process database (PDB).

The ISC firm shall be capable of making modifications to existing top-end HMI graphics to include the addition of new equipment as well as hard and soft I/O signals, the removal of abandoned equipment and signals, and modifications to existing equipment and signals. This may include changing the system navigation, creating new process screens, modifying existing process screens, creating new equipment control popup screens, and creating new screens for system utilities.

The ISC firm shall be capable of performing end-to-end testing to verify operation of HMI graphics, database, alarming, and historical, PLC programming, and field wiring and instrumentation. The ISC shall be capable of developing test documentation to track checkout of all signals and components.

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
SOLICITATION NUMBER: RFP JXH0505REBID**

The ISC firm shall be capable of performing upgrades of control panels to replace existing, outdated PLCs with more readily supported, modern PLCs. Tasks related to this effort may include design of panel modifications including layout and wiring, submittal of design and installation for Owner approval, removal and installation of PLC components, termination and documentation of field wiring, development of as-built panel documentation, development of I/O lists using AWU standard templates, workshops to define operational and programming modifications, development of control narratives, programming of new PLCs, top-end programming changes to reflect upgraded PLC signals, development and submittal of step-by-step test procedures to demonstrate each individual loop and function, startup and testing of new PLCs and associated top-end database and screens, and training on system modifications for both Operations and SCADA personnel.

The ISC firm shall be capable of troubleshooting and repairing Ethernet networks, including both CAT 5 and 6 copper wiring and fiber optic cabling. Tasks may include verifying operation of copper cabling, replacing copper wiring, testing of fiber optic cabling, break detection of fiber optic cabling, installation of fiber optic cabling including termination and testing, testing of Ethernet switches, configuration of Ethernet switches, as well as testing and configuration of Ethernet ports on workstations and servers.

The ISC firm shall be capable of developing submittals of proposed work for Owner approval, prior to final implementation. Submittals will be required for any panel modifications (to include bill-of-materials, panel layout, power distribution, interconnecting wiring, and I/O module loop drawings, etc.), PLC program modifications, top-end database and graphics modifications, and test procedures to confirm the proper operation of modified hardware and software. Submittals will also be required for the Project Schedule (in Microsoft Project and PDF format), as well as the Schedule of Values.

The ISC firm shall also be capable of implementing and modifying existing security controls associated with SCADA networks and equipment including but not limited to; access control to computers, HMI's , PLC's and be able to set up and configure SCADA cyber security applications like network monitoring, intrusion detection, anti-virus protection and fire walls.

And finally, the ISC firm shall be capable of updating and generating all documentation required to accurately capture as-built conditions of equipment and systems including; record drawings using AutoCAD and/or Microsoft Visio latest release (as requested by Owner), specifications and documentation using Microsoft Office applications as requested by Owner.

PROPOSAL FORMAT

The Request for Proposal format shall comply with Section 0600 "Proposal Preparation Instructions and Evaluation and Evaluation Factors" and includes all the information requested herein.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Control Panels USA Inc.					
Physical Address	16310 Bratton Lane, Building 1, Suite 100 Austin, Texas 78728					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	Yes			<input checked="" type="radio"/> No (3 years)		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	AWS Communications					
Physical Address	4402 South Congress Ave STE 203 Austin, TX 78745					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Macaulay Controls Company					
Physical Address	8904 El Rey Boulevard Austin, TX 78737					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	Yes	<input checked="" type="radio"/> No	Branch	<input checked="" type="radio"/> Yes	No

Section 0815: Living Wages Contractor Certification

Company Name Control Panels USA Inc.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.39 per hour.

Employee Name	Employee Job Title
Martin W. Salyer, P.E.	President
David Morgan	Vice-President (Programmer)
Kevin Fox Anthony Cabello	Field Technicians
Christian Mohr Sean Courtney	Programmers
Andrew Lynch	Programmer
Chris Cox Brandon Friemel	Project Managers

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.39 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Control Panels USA Inc.

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state In order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



Control Panels USA Inc.

EXECUTIVE SUMMARY

Control Panels USA Inc. understands and concurs that the City of Austin Water Utility has placed the highest level of importance on contracting with a qualified Instrumentation and Control Systems (ICS) firm that will provide reliable/competent installation and support services for Austin Water (AW) Supervisory Control and Data Acquisition (SCADA) systems. Control Panels USA has the technical experience and expertise to provide the SCADA support services that will include, but not limited to, the design, installation, programming and configuration, troubleshooting, repair and testing of equipment and systems associated with the Utility SCADA Systems. Control Panels USA support services will also include, but not limited to, configuration, programming, troubleshooting, replacement and installation of the hardware and software associated with the SCADA systems such as SCADA servers and Human Machine Interface (HMI) computers, programmable logic controllers (PLC) and/or Remote Terminal Units (RTU), local area and wide area networks including routers, switches and cabling and security systems and applications to keep the SCADA Systems secure. We intend to provide all of the above services that will be consistent with other installations at all City of Austin Water Utility existing facilities. It is our intention to provide all the hardware and software services as per the City of Austin Water Utility standard published standards with *no exceptions*.

Control Panels USA Inc. has self performed numerous City of Austin Water and Wastewater projects during the company 14+ years of existence that includes the above services at one time or another that is required for this project of which we are very familiar with the City's standardization of equipment, installation and programming services. Our management staff, I&C field technicians and system programmers have worked with the City of Austin Water and Wastewater staff on a number of construction contracts through General and/or Electrical Contractors. Due to our past AW experience, installations, supporting and/or maintaining the above type of equipment & SCADA services, will insure our capabilities as a qualified firm to provide the required services for this project.

Martin Salyer, P.E. the President of Control Panels USA Inc. will be the *Professional Engineer and Main Contact Person* for this project. Mr. Salyer is a licensed Professional Engineer in multiple states including the State of Texas, who has extensive engineering design experience in entire electrical and control systems for the water and waste water treatment industry including City of Austin Water Utility projects. He will be your main point of contact for any technical questions, pricing questions or concerns and contract questions. Mr. Salyer can be reached per the following: 512-863-3224 office number, 512-632-8129 cell, 512-868-5446 fax & msalyer@controlpanelsusa.net.

Mr. David Morgan, Vice President/Integration Manager, will be the lead programmer and will manage the programmers assigned for this project for all required PLC/HMI/SCADA programming services on this project. Mr. Morgan has over twenty years experience with process equipment design, process controls and instrumentation for a variety of industries and processes. His experience in the water and wastewater industry from both the OEM design and control to plant-wide system integration includes control systems design, PLC programming, SCADA and Network design and configuration. He will assign additional programmers on an as need basis with relevant experience to assist in the software development/troubleshooting of the PLC/HMI/SCADA equipment. It is imperative that this programming and configuration stay consistent with the other SCADA installations for The City of Austin Water Utility that are currently in place at other AW facilities. During any development stages of the SCADA system, Mr. Morgan will stay in contact with AW staff to review the software logic configuration to insure that the design meets the approval of AW and that it stays consistent with the other installations. Mr. Morgan can be reached per the following: 512-863-3224 office, 512-925-7475 cell, 512-868-5446 fax number & dmorgan@controlpanelsusa.net.

Mr. Kevin Fox will be our ***I&C Field Service Manager*** for this project. Mr. Fox has over twenty years of experience in the instrumentation and controls field specifically in Municipal Water and Waste Water. Mr. Fox has work on numerous water and wastewater projects throughout his career either participating or in charge of field installations, terminations, instrument calibrations, loop testing and startup and at times fine tuning PLC programs. He is on call twenty-four seven for a quick reliable response to meet the needs of City of Austin Water Utility. Mr. Fox will be responsible for all field activities as scheduled through either Mr. Salyer and/or the PM and will work closely with T. Morales Company, our project Electrical Subcontractor for any electrical wire and/or conduit work that may be required. Mr. Fox is in charge of our field service group at CP USA and his men will assist him during the project such as Anthony Cabello whom has the required relevant experience to the specific features of this solicitation. Mr. Fox can be reached per the following: 512-863-3224 office, 512-818-5251 cell, 512-868-5446 fax number & kfox@controlpanelsusa.net.

In closing, we would like to reiterate that we are committed to utilizing the highest quality engineering services, workmanship and most effective methods possible for the installation and support services for Austin Water Supervisory Control and Data Acquisition (SCADA) systems. We have the experienced engineering, management and field labor staff to assure a high quality and timely response for the required services for this project. If the evaluation review committee has any questions or concerns, please do not hesitate contacting me. Thank you for the opportunity.

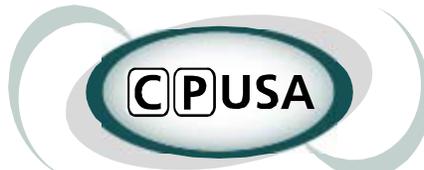
Regards,



Martin Salyer, P.E.

President

msalyer@controlpanelsusa.net



Control Panels USA Inc.

Table of Contents

Control Panels USA Proposal Cover Page

City of Austin Request For Proposal (RFP) Offer Sheet

Confirmation of Addendum No. 1

Confirmation of Addendum No. 2

Confirmation of Addendum No. 3

Tab 1 Executive Summary

Tab 2 Table of Contents

Tab 3 Principle Officers
Office Locations
Company Background Information
Martin Salyer, P.E. Resume
Brian Wetherholt Resume
David Morgan Resume
CP USA Brochure

Tab 4 Expertise, Experience, Qualifications and Professionalism

Tab 5 Technical Proposal

Tab 6 Implementation/Deliverables Plan

Tab 7 Project Management Methodology

Tab 8 Authorized Negotiator
Local Business Presence
Non-Collusion, Non-Conflict of Interest and Lobbying
Proposal Acceptance Period
Proprietary Information
Cost Proposal

Tab 9 Exceptions



Principle Officers

President

Martin Salyer, P.E.
Office (512) 863-3224 ext. 234
Cell (512) 632-8129
msalyer@controlpanelsusa.net
Tenure – October 2000 (founder)

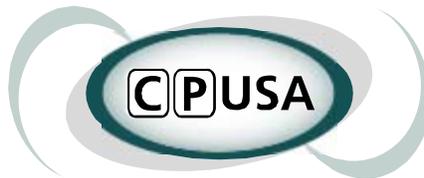
Vice-President

Brian Wetherholt
Office (512) 863-3224 ext. 225
Cell (512) 589-1129
bwetherholt@controlpanelsusa.net
Tenure – 13 years

Vice-President

David Morgan
Office (512) 863-3224 ext. 237
Cell (512) 925-7475
dmorgan@controlpanelsusa.net
Tenure – 11 years

Note: Resumes of each are attached



Control Panels USA Inc.

Office Locations

All Control Panels USA Inc. services will be based out of our Austin, TX corporate location:

16310 Bratton Lane
Building 1, Suite 100
Austin, Texas 78728
(512) 863-3224 (office)
(512) 868-5446 (fax)



Company Background Information

State of Incorporation – **Texas**

Length of time Control Panels USA Inc. has been in business – **Fourteen (14) Years**

Name, location and date of all contracts that have been terminated or canceled within the past ten (10) years – **ZERO (0)**

Judgments, any pending lawsuits, or unresolved disputes related to Control Panels USA Inc. operation within the past ten (10) years – **ZERO (0)**

Length of time Control Panels USA Inc. has worked with state/local governments – **Fourteen (14) Years**

Control Panels USA Inc. is a registered **Engineering Firm** for the **State of Texas**.

Corporate/Manufacturing Facility Location

16310 Bratton Lane
Building 1, Suite 100
Austin, Texas 78728
(512) 863-3224 (office)
(512) 868-5446 (fax)

Note: Company brochure attached

MARTIN W. SALYER, P.E. PRESIDENT

WORK SUMMARY:

As President and CEO, Martin leads a team of approximately 60 employees that builds over 2,000 panels a year with installations around the world.

Martin has 25+ years of experience in engineering, design, construction management, and project management in the petrochemical, semiconductor, food & beverage, water/wastewater, electric utility, as well as other industries. Martin has unique experience and capabilities in process controls, instrumentation, industrial motor controls, and panel design/fabrication.

SAMPLE OF PROJECT EXPERIENCE:

- Custom Designs of hundreds of panels per year.
- Provides Custom Design and Development of Control Systems for OEM applications.
- Industry Expert for Blower Controls. Designed, programmed, and implemented state of the art OEM solutions for Blower Controls that provide a high level of protection, simplicity and efficiency on a plant wide level with 1000+ of installations across the country and world.
- Numerous Design Build Control System Projects for Food & Beverage Industries, serving clients such as Coca Cola Enterprise, Nestle Bottled Water, Frito Lay, Medallion Foods, etc. Dollar value of projects ranging from \$20K to \$500K for the controls only portion.
- As head controls engineer, he has provided controls and Instrumentation on numerous new fresh water and waste water treatment plants. Projects include providing PLC systems, fiber networks, redundant systems, motor controls, entire SCADA systems including all programming and screen development with a wide range of PLC hardware and SCADA software. Projects ranging from \$500K to \$1.3M for instrumentation and controls portion.
- Design of entire electrical and control system for 4.3 million gallon per day industrial waste treatment facility. Drawings created included P&ID's, electrical single lines, 480VAC motor control center layouts, wiring schematics, plan views, instrument loop diagrams, control panel layouts, riser diagrams, conduit & wire schedules, and instrument detail drawings.
- Martin put together a complete bid package along with specifications. Martin was also part of the Engineering management team that was used during construction.
- Design of Fisher Provox DCS system to control Air Handling Units for clean rooms in semiconductor facility.
- Electrical Design, Panel fabrication, Installation, and startup all in less than 4 weeks for modifications to Packout Conveyor System for Hospira.
- Revamped control wiring on 50,000 HP ethylene compressors



EXPERIENCE: 25+ years

EDUCATION: Bachelor of Science in Electrical Engineering, Texas Tech University

PROFESSIONAL REGISTRATION:

- Professional Engineering License in the State of Texas. License # 86371
- Professional Engineering License in the State of Michigan. License # 50297
- Professional Engineering License in the State of Ohio. License # 68448



UNIQUE CAPABILITIES:

- Leading Large Teams to successfully complete Installation of Controls projects
- Development of Riser Diagrams, Control Panel Layout Drawings, Wiring Schematics, Conduit & Wire Schedules, Instrument Loop Diagrams, Motor Schematics, Plan View Drawings, P&ID's, etc.
- Development of Bill of Materials and Equipment Specifications
- Provide 480 VAC Power Distribution Design
- Write Detailed Project Specification, Control Narratives, etc.
- Create Operation & Maintenance Manuals
- Provide PLC I/O Layouts and Specifications
- PLC Programming – Allen Bradley, Siemens, PLC Direct, Modicon
- HMI Programming (Wonderware, RSView, Lookout, Panelview, AVG, etc.)
- Provide detailed Cost Estimates and Develop Proposals
- Oversee Construction
- Integration of control systems including checking wire continuity, loop checking each field device, calibrating instruments, performing functionality testing of control system, as well as developing written checkout procedures
- Oversee work performed by Designers
- Project Management from Design to Construction
- Fabricated and installed Radio Telemetry



BRIAN B. WETHERHOLT

VICE PRESIDENT

WORK SUMMARY:

Brian has unique capabilities in department management including Estimating and Sales, Marketing, Customer Development, Panel Design, Contact Manufacturing and Project Implementation.

Over the past 17 years, Brian has been involved in all aspects of control system design and system commissioning. This includes project estimation, contract negotiation, design, control and instrumentation selection, shop floor assembly, testing/quality assurance and project startup.

SAMPLE OF PROJECT EXPERIENCE:

- Successfully estimated and secured many multiyear and IDIQ contracts with major national electric utility providers. Individual contract valuations are in excess of \$1M per year.
- Project Management experience includes multiple water/wastewater projects for new build and rehab of treatment plants including PLC equipment and field instrumentation. Review of engineer's drawings and specifications to insure compliance of design and submittal documentation including electrical schematics, test plans, loop diagrams and instrumentation selection.
- Start-up services for multiple water/waste water projects. Troubleshooting and validation of control panels into existing and new systems.
- Design, equipment selection, and commissioning of SCADA/Telemetry communication systems.
- PLC programming for Allen-Bradley (RSLogix 500) and Koyo platforms.

UNIQUE CAPABILITIES:

- Oversee work performed by Designers and Project Manager
- Project Management from Design to Construction
- Management of Contract Manufacturing Accounts – Large Production with continuous demand
- Provide detailed Cost Estimates and Develop Proposals based on contract drawings, specifications and control narratives
- Create Operation & Maintenance Manuals
- Project experience and familiarity with the following control applications:
 - Lift Stations and Pump Stations
 - Hydropneumatic Water Systems
 - Microfiltration Water Systems
 - Carbon Filter Water Systems
 - Blower/Compressor Applications
 - Waste Water Headworks Operation
 - Chemical Injection and Pacing Systems
 - Product and Process Conveying
 - Heating System Controls
 - Boiler/Chiller Systems
 - Smart Building and Building Automation Applications
 - SCADA/Telemetry development and commissioning
 - Gas Detection and Alarming
 - Waste Water Polymer Dosing
- Customer Design Support for Original Equipment Manufacturer (OEM) control solutions
- Network Administrator Background, including LAN design and support for small and medium sized networks- including servers, workstations, thin clients and copper/fiber optics communication equipment



EXPERIENCE: 15+ years

EDUATION: Bachelor of Business Administration, Abilene Christian University

UNIQUE CAPABILITIES:

- Corporate Management
- Contract Negotiation
- Leading Large Teams of people
- Understanding Client Needs



DAVID W. MORGAN

VICE PRESIDENT/INTEGRATION MANAGER

WORK SUMMARY:

David has over 25 years with process equipment design, process controls and instrumentation for a variety of industries and processes. His root experience is in the Municipal Water/Wastewater from both the OEM design and control to Plant-wide system integration. His scope of experience includes control systems design, PLC programming, SCADA and Network design and configuration, submittal review, field start-up, and troubleshooting. This experience in both design and turnkey projects has provided David with a unique involvement in both process and instrumentation and control design, as well as involvement in mechanical and electrical systems.

SAMPLE OF PROJECT EXPERIENCE:

- Programming, configuration and startup for overall process control and integration for a 20 MGD Water Plant. This facility utilized a membrane micro-filtration process for treatment. North East Bakersfield Cal Water Facility. (Allen-Bradley and Intellution)
- Design, programming, configuration and startup for a 120 MGD Wastewater Plant. The process control encompassed anaerobic digester storage tanks, TWAS storage, blending process and solids dewatering and handling systems. MSD Louisville, KY. (Allen-Bradley and Intellution)
- Design and configuration for SCADA system to monitor Cyberex switch gear. SCADA configuration included integration into the existing TI/Facilities LAN. TI, Dallas, Texas. (Intellution)
- Design, programming, configuration and startup of the process control system for multiple wastewater facilities for the food and beverage industries (Allen-Bradley and Wonderware)
- Design, programming, configuration and startup of the process control system for multiple high strength BOD segregation systems in the beverage industry (Allen-Bradley and Wonderware)



EXPERIENCE: 25+ years

EDUCATION: University of Houston

UNIQUE CAPABILITIES:

- Project Management
- PLC Programming (Allen-Bradley, Modicon, GE)
- SCADA Development (Wonderware, Intellution, Rockwell Software, Cimplicity)
- Wonderware System Platform
- Instrumentation and Control Design
- LAN and Process Network Design and Configuration
- Historical Database and Reporting (Intellution, MS SQL, MS Excel)
- AutoCAD
- Startup and Commissioning
- Advanced PC and Operating Software Configuration



Control Systems and Quality Panels that Exceed Customer Expectations

Company Qualifications



16310 Bratton Lane
Building 1, Suite 100
Austin, TX 78728

Phone: (512) 863-3224 Fax: (512) 868-5446

www.controlpanelsusa.net

Turnkey Controls & Integration Services

Contract Manufacturing & Custom Panels with full Automation & Control Services

Overview

Control Panels USA is a manufacturer of Control Panels and Relay Rack assemblies for clients in a wide range of industries. We offer custom design and fabrication for OEM clients, contractors, and end users requiring either large or small production runs. In addition, CP USA offers full turnkey Instrumentation and Control (I&C) services. We have the size, expertise, and flexibility to meet all your needs.

Control Panels USA Inc. was founded in the year 2000, and is a registered Texas corporation. Our 25,600 sq. ft. headquarters is located in Austin, Texas, and comprises over 15,000 sq. ft. of manufacturing space. It houses state of the art engineering, manufacturing, and testing capabilities. This allows us to supply our customers with cost effective solutions while maintaining very competitive lead times. Our expertise, tooling, and volume, coupled with our low labor rates provide for a competitive solution on each and every project.



CP USA has approximately 60 full time employees dedicated to meeting your needs. Our employees are highly qualified and have years of experience in the controls industry. We employ engineers with Professional Engineering licenses in multiple states, engineering graduates, various levels of Project Managers, Estimators, Programmers, CAD personnel, Senior Level Technicians, as well as Fabrication Technicians.

Vision

Control Panels USA strives to exceed our customer's expectations while providing the highest quality products and services to our clients in the most cost efficient manner.

Mission

While using effective communication to understand each client's unique needs, along with a highly experienced staff that utilizes industry leading technology, Control Panels USA is able to offer clients the best possible solution for their projects.

Services

Design Services

At Control Panels USA we work to provide the best solution for our clients by striving to understand the underlying needs of the customer. Our vast controls and application knowledge, special expertise, and exposure to a wide range of industries allow us to provide new ideas and solutions to our clients. Take comfort that your control systems are designed by a staff with years of experience and poses Professional Engineering licenses in multiple states. We are able to quickly produce panel designs using the latest control techniques at a fraction of the cost of other providers.

Control Panels USA can bring your equipment up to date with cutting edge technology along with custom HMI and PLC programming. We specialize working with OEM's to create custom HMI's and PLC programming that provide great flexibility with the OEM's equipment options, while minimizing the number of control systems and programs that need to be utilized. We are able to provide custom hidden screens that allow manufacturers to select options, and to customize their equipment for certain applications. In addition, we employ custom screens that allow for much quicker startup, commissioning, and troubleshooting by the OEM onsite personnel. This results in a more reliable system that reduces



custom programming for each application and minimize startup and commissioning time on each project for the OEM.

Panel Fabrication & OEM Assemblies

CP USA provides OEM and custom fabrication of Control Panels, and sub-assemblies for clients in a variety of industries. Using state of the art equipment, such as our laser engravers, automatic wire cutting, wire stripping, and automated crimping tools, along with our high speed labeler systems, we are able to quickly tool up for either large or small production runs of OEM panels & assemblies. Our specialized equipment and construction practices allow for consistent quality and short lead times.

CP USA is able to produce custom test fixtures allowing for thorough functionality testing of all our OEM panels. This practice results in ultimate quality—ensuring a great product that meets customer parameters each and every time.

Relay Rack Assemblies

CP USA serves clients all across the country in the highly specialized field of Electric Utility Relay Rack fabrication. CP USA has Manufacturer's Representatives covering key territories that provide a wide reaching market. Our reputation of extremely high quality workmanship coupled with short fabrication time allow us to be competitive in a wide variety of Electric Utility Relaying applications. Our panel design, custom metal design, internal fabrication process, attention to detail, followed by thorough testing, guarantees a high quality and serviceable product each and every time.



Whether you are working on a Solar Project, Wind Generation Installation, or a standard Substation, CP USA is well equipped to assist you. Our engineering staff will quickly provide panel design, including component selection, rack elevation drawings, and panel wiring diagrams for your review. We also offer complete product testing by either our competent internal team or contracted third party.

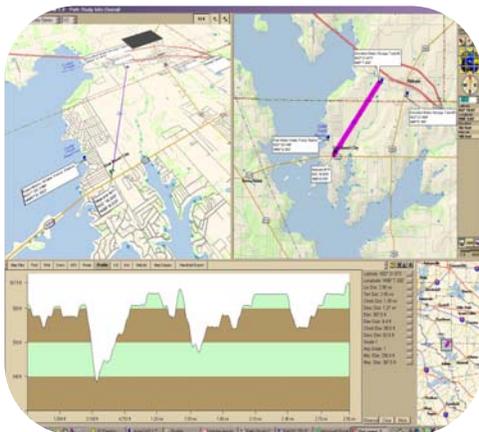
Field Services

Control Panels USA employs a full complement of control service technicians. Our field service personnel provide field start up and commissioning services in support of our products and customers throughout North and South America. CP USA provides a wide range of services from installation, troubleshooting, instrumentation set up, calibrations, loop checks, programming, as well as full field functionality testing and commissioning. Let Control Panels USA get your equipment up and running at peak performance. Contact CP USA today to set up an appointment for a technician.

SCADA and PLC Integration Services

Control Panels USA's staff of SCADA and PLC Integration specialists possess the skills required to program and commission your control system. Our staff is familiar with all major equipment manufacturers and is committed to continually educating themselves on technological advances and new platforms. CP USA has the staff, resources, and expertise to provide anything from a small custom application to providing a turnkey SCADA system for an entire new plant with several thousand I/O points.

CP USA can provide client-server applications, as well as database collection, storage, and creation of custom reports to meet all your management and governmental regulation requirements. CP USA can also create custom alarming and remote call out features to make offsite operations personnel aware of any critical situations. CP USA can setup remote connections to allow high level operations personnel access to data.



CP USA also offers remote support through VPN connections via phone modems, internet connections, or cellular technology. In addition, CP USA can quickly dispatch cellular or satellite based kits that are easy to connect, which allows CP USA to remotely monitor, troubleshoot, or make changes. CP USA serves clients from North America, Puerto Rico, to Canada with remote connections. This is just another technique CP USA employs to keep cost down for our clients while providing rapid response to critical needs.

RTU Services

Control Panels USA provides a one stop solution for Remote Telemetry Units (RTU's). CP USA provides path studies, selection of appropriate radio systems of varying technology, as well as erection of towers, termination and testing of all cabling, along with full startup and commissioning services. CP USA can provide stand-alone systems or solutions for users with 50+ sites all talking to one central command center. Towers can be provided for heights of 20 feet to over 150 feet. We can also install Antenna systems on top of Elevated Storage Tanks or other high profile structures. Contact us today to resolve your Remote Telemetry applications!



Instrumentation

Control Panels USA can specify and supply nearly any type of process instrumentation required for your project. Whether it be a 72" Flow Meter, Chlorine Analyzer, or a simple Pressure Transmitter, CP USA can recommend solutions to meet your needs. We also provide installation services, along with setup, calibration, and commissioning. Contact us today with your instrumentation needs!

Dissolved Oxygen & Blower Controls Services

CP USA has developed the highly coveted Most Open Valve DO control; allowing for the ultimate efficiency and control of aeration basins. Our technology has been deployed in installations across the country. We have developed High Speed Turbo Blower code, in addition to the traditional multistage blower controls for one of our premier OEM clients, which has allowed them to be a successful and dominant force in the blower market in a short period of time. Our PLC and HMI blower code, along with our panel assemblies, are installed in 1,000's of systems around the world. Call us today to discuss how we can reduce your operating costs by employing our powerful and well proven solutions.



Control Panels USA is a UL Listed Industrial Panel Builder

Control Panels USA is a UL508A, UL698A, & UL698B manufacturer of Control Panels. Using UL Listed or Recognized components in an industrial control panel does not guarantee or imply that the entire assembly meets all applicable safety requirements.

UL's Industrial Control Panel Program ensures proper component usage, enclosure environmental ratings, and conformance to the National Electrical Code, wiring and motor protection and safety markings.

Control Panels USA is authorized to apply the UL Listing mark in our factory on equipment so designed and constructed. This program reduces your costs and avoids delays resulting from "red-tagged" panels at your customers' job site. You benefit from the widespread acceptance of the UL mark by regulatory authorities in every jurisdiction in the United States and Canada.



Industries Served / Applications

Below is a short list of some of the industries and various applications in which CP USA has special expertise:

- Water & Wastewater
- Relay Racks for Electric Utility
- Oil & Gas
- Food & Beverage
- Semiconductor
- Pharmaceutical
- Correctional Facilities
- Commercial Lighting and HVAC Controls
- Quarry and Rock Harvesting Installations
- OEM Assemblies
- Blower & DO Controls
- Pump Controls
- Compressor Controls
- Chemical Feed Systems
- Conveyor Applications
- Machine Tool Applications
- Plant Facility Support
- Radio Telemetry Units



People Make the Difference

At Control Panels USA we believe that service is our competitive advantage and our people deliver service! All of our employees realize that in order to prosper we must deliver high quality products with superior service.

Employees understand that they are the gatekeepers to quality assurance. The goal of every project is a seamless startup and a panel that reflects CP USA's quality, exceeding the expectations of the end user.

Legal & Financial Services

Legal & Financial services are provided to the company by the following firms:

Banking: First Texas Bank

Business Insurance: Bailey Insurance and Risk Management

Surety Bonding Agency: Ballew Insurance Agency

Accounting Services: Sharon Maslon Accounting

Legal Services: Brian Siebken and Fred Siegele

Key Company Contacts

MARTIN W. SALYER, PE – President

Martin is highly involved in all projects from design to implementation. Martin has 25+ years' experience in design, construction management, project management, shop floor management, programming, and startup in the petrochemical, semiconductor, pharmaceutical, food & beverage, and water/wastewater industries. Martin has unique experience and capabilities in process controls, instrumentation, industrial motor controls, and panel design/fabrication.

Email: msalyer@controlpanelsusa.net

BRIAN WETHERHOLT – Vice President

Brian is primarily responsible for bidding, proposals project coordination, and operation management including project management as well as production. Brian has 15+ years' experience with all aspects of panel fabrication from shop floor assembly, to design, project management, and estimating.

Email: bwetherholt@controlpanelsusa.net

DAVID MORGAN – Vice President

David has 25+ years' experience in the integration arena. David is primarily responsible for the oversight of all integration projects including PLC, HMI, SCADA and RTU programming. David oversees all other programmers, and provides valuable insight and experience on all programming and communication, both to internal personnel and clients.

Email: dmorgan@controlpanelsusa.net

Sample Project Information

RTU Fabrication Contract and RTU Commissioning Service – City of Waco 2005 – 2015 / Ongoing

CP USA has an ongoing contract with the City of Waco Water and Wastewater Utilities spanning over the last 10 years. During this time, CP USA has produced and fabricated Remote Telemetry Units (RTU) and various process control and communications panels for multiple lift station, pump station, elevated storage tank, and pressure regulating sites. Our typical scope of services includes panel design, fabrication, installation, configuration of field instrumentation, programming, and system startup services. The programming includes programming and configuration of the City-wide SCADA communication network. CP USA currently receives all SCADA integration services for improvements on existing utility sites and new installations. These annual support services are reviewed, managed and maintained on maintenance agreements.

Cost:

CP USA Contract varies yearly from ~\$100K to ~\$200K

Contact Information:

City of Waco

Patty Luther (254) 750-5700

Relay Rack Fabrication Contract – Austin, TX – Austin Energy 2005 – 2015 / Ongoing

CP USA has an ongoing contract with Austin Energy to procure and fabricate relay racks that are installed in various substations. These racks monitor and control the overhead power lines running throughout the City. Each rack costs on the order of \$20-40K. The contract is a 12 month contract with extension clauses for up to 5 years. We are in our second 5 year contract.

Costs:

CP USA Contract: Not to exceed \$1.3M per year

Contact Information:

Austin Energy

Martha Vela De Casillas (512) 505-7027

DSP Water Production Facility Upgrades – San Antonio Water System 2014 – 2015

Control Panels USA acting as the Process Control System Integrator provided new SCADA/Security control panels, field instrumentation, and radio telemetry equipment for four existing well pump stations across the SAWS service area. The SCADA/Security panel was designed using Schneider's Modicon M340 PLC, communicating via radio to the SAWS top-end Clear CADA software system.

The scope involved control panel design/fabrication, field instrumentation procurement and configuration, field installation coordination and oversight, Modicon PLC programming, Clear SCADA programming, as well as testing and startup/commissioning services for all process instrumentation and control systems.

Costs:

CP USA Contract: \$380K

Contact Information:

Alterman Electric – Electrical Contractor with whom CP USA has contract
Nelson Froboese (210) 496-7349

A.R. Davis Water Treatment Plant – Austin, TX 2013 – 2014

CP USA successfully completed the Chlorine System Improvement project that was to modify existing control panels, provide two (2) new control panels, four (4) E-Stop control stations, provide 16KVA Uninterrupted Power Supply & Maintenance Bypass Switch, as well as provide Combustible Gas Detector and Alarm Beacons. CP USA had to modify, install, & test all the provided equipment while at the same time maintaining a fully functional plant. CP USA also provided all schematics, loop drawings, and O&M for the I&C portion of the project

Costs:

CP USA Contract: \$101K

Contact Information

T.Morales Electrical Company Ron Wile

Schertz Parkway Pump Station – San Antonio Water System 2012 – 2014

Control Panels USA acting as the Process Control System Integrator provided a complete SCADA control system, numerous peripheral control panels and field instrumentation for a new high service pump station. The SCADA panel was designed using Schneider's Modicon M340 PLC communicating via radios to the SAWS top end software system. The scope involved control panel design/fabrication, field instrumentation procurement and configuration, I/O terminations, field coordination and oversight, as well as testing and startup/commissioning services for all process instrumentation and control systems.

Costs:

CP USA Contract: \$302K

Contact Information:

T. Morales LLC – Electrical Contractor with whom CP USA had contract
Randy Eldridge (254) 793-4344

WWTP SCADA Improvements Project – City of Bryan 2010 – 2012

This project entails the implementation of a new improved SCADA system which is retrofitted to the existing Waste Water Treatment Plant and several remote locations. The SCADA system is designed using Schneider's Modicon Quantum PLC's, communicating via fiber optic cable, and interfacing with Schneider's Vijeo Citect top end software.

Control Panels USA is the general contractor for this project and has subcontracted out all of the required electrical services to an electrical contractor. The scope involves supply, coordination and startup services of all process instrumentation and control systems.

Costs:

CP USA Contract: \$870K

Contact Information:

City of Bryan

Barney S. Williams, P.E. (979) 209-5030

Brushy Creek Regional Water Treatment Plant Phase 1A – Cedar Park, TX 2009 – 2012

This project consists of the construction of the new water treatment plant with an initial capacity of 17 million gallons per day and a final Phase 1 capacity of 42 mgd.

Control Panels USA is the designated Process Instrumentation and Control System Supplier (PICS). The scope involves supply, coordination and startup services of all process instrumentation and control systems for the new water facility. As PICS, we will complete I/O terminations and configuration of the PLC via control and network software.

Costs:

CP USA Contract: ~\$1M

Contact Information:

T. Morales LLC – Electrical Contractor with whom CP USA has contract

Randy Eldridge (254) 793-4344

WWTP Rehabilitation – City of San Marcos 2009 – 2010

This project was a rehabilitation of existing PLC panels as well as the addition of four new panels. In this contract CP USA supplied instrumentation which includes ultrasonic level transmitters, pressure switches and gauges, diaphragm pressure seals, and magnetic flowmeters. CP USA was tasked to update all the Modicon Quantum PLC equipment as well as the SCADA and HMI system (National Instruments Lookout Software). CP USA provided surge protection throughout the entire plant.

Cost:

CP USA Contract: ~ \$310K

Contact Information:

T. Morales LLC – Electrical Contractor with whom CP USA has contract

Randy Eldridge (254) 793-4344

Ulrich Water Treatment Plant – Austin TX 2007 – 2009

CP USA was tasked to update all the PLC equipment associated with the plants filter system. All of the existing PLC Equipment installation was validated, documented and then removed. CP USA then installed new Modicon Quantum PLC equipment and restored system functionality, while keeping the plant online during all demolishing and installation activities. Field commissioning and testing services were also provided with this contact.

Cost:

CP USA Contract: ~ \$295K

Contact Information:

T. Morales LLC – Electrical Contractor with whom CP USA had contract
Randy Eldridge (254) 793-4344

A.R. Davis Water Treatment Rehabilitation Phase A & B – Austin, TX 2007 – 2009

This Project included retrofit modifications to the existing controls. In this contract CP USA supplied and commissioned instrumentation which included flow meters, density meters, and level devices. CP USA also fabricated and implemented new controls stations for the control of the valve associated with the initial water treatment.

Field commissioning and testing services were also provided with this contact.

Costs:

CP USA Contract: ~ \$499K

Contact Information:

City of Austin
James King (512) 972-1792

A.R. Davis Water Treatment Plant Filter Improvements 2006 – 2008

CP USA successfully completed the Phase One of this project which encompassed replacing the controls for twenty-seven carbon filters. In addition to the panel fabrication this project also included providing and commissioning new instrumentation for all the filters, including flow meters, turbidity meters, and ultrasonic level devices. All twenty-seven filter panels were networked utilizing a DH-485 network back to a master panel which contained a Modicon Quantum Processor. Field commissioning and testing services were also provided with the contact.

Cost:

CP USA Contracts: ~ \$550K

Contact Information:

City of Austin
James King (512) 972-1792

LCRA Liberty Hill Water Plant – Liberty Hill, TX 2006 – 2007

CP USA has fabricated and installed an RTU system that controls a remote lift station site and monitors it with a master control panel located at the Liberty Hill Water Plant.

This installation utilizes an industrial touch screen computer, Allen Bradley PLC's and Wonderware HMI software.

Cost:

CP USA Contract: ~ \$150K

Contact Information:

Baker-Aicklin Engineering

Alfredo Ramirez (512) 206-7474

Donald W. Wyatt Central Falls Detention Facility – Central Falls, RI 2005 – 2008

CP USA successfully completed Phase One of the project that was to upgrade the existing Supervisory Control and Data Acquisition (SCADA) system from proprietary and non-expandable software to Wonderware InTouch 9.0. This phase included not only SCADA security but PLC-based (GE Fanuc 90-30 series) security interlock improvements.

Phase Two of the project was expansion of the existing facility. The facility will monitor and controlled by seven separate GE Fanuc 90-30 series PLC racks with communication via ethernet protocol. The Wonderware InTouch system was expanded to accommodate the new areas with additional integration of the facility-wide voice communication system.

Costs:

CP USA Contract: ~ \$400K

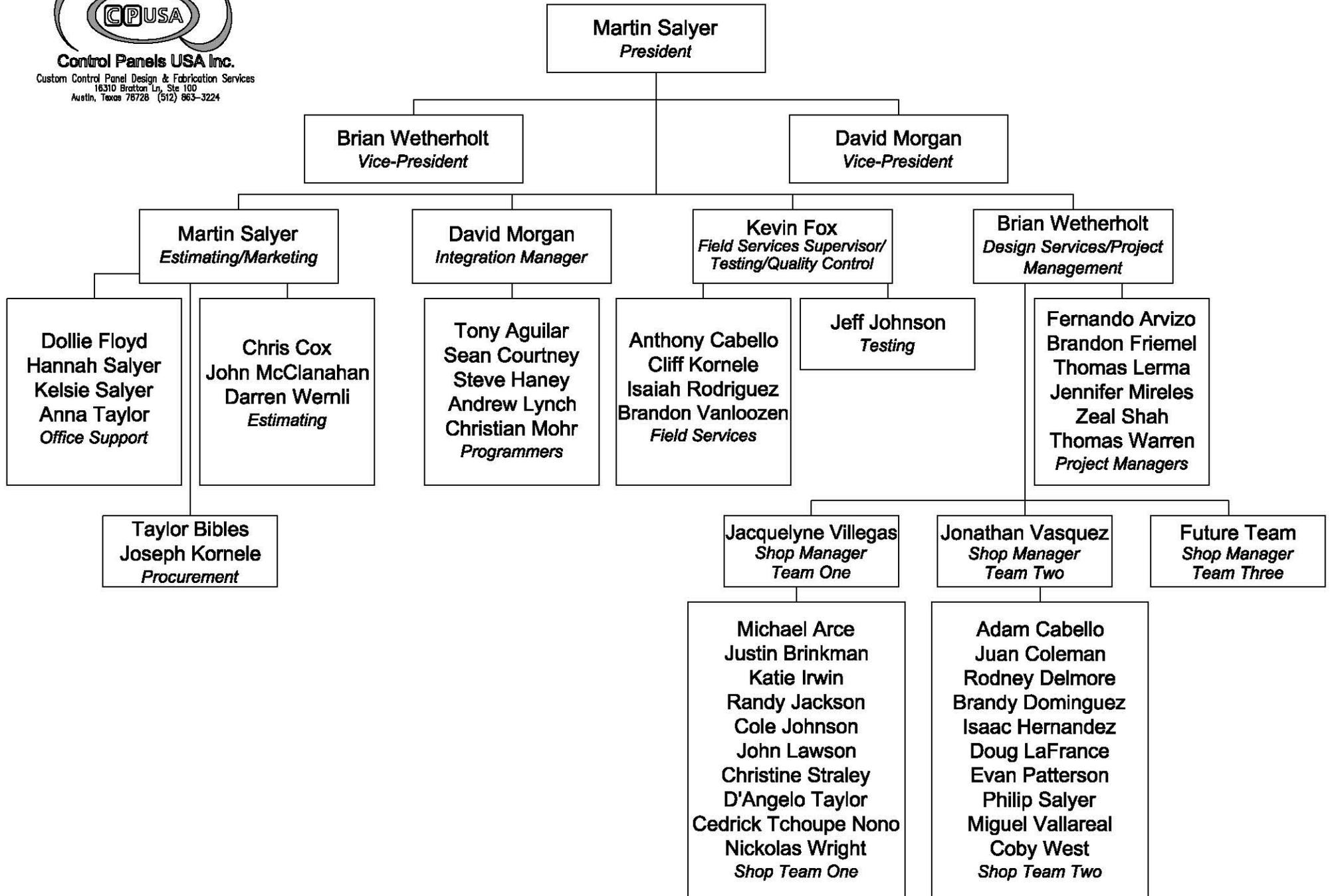
Contact Information:

Honeywell Vindicator

Brian Holmes (512) 301-8425



Control Panels USA Inc.
 Custom Control Panel Design & Fabrication Services
 16310 Bratton Ln, Ste 100
 Austin, Texas 78728 (512) 863-3224



KEVIN FOX FIELD SERVICES SUPERVISOR/TESTING

WORK SUMMARY:

Kevin has more than 19 years in the commercial electrical, industrial electrical, Data-Com, design and implementation of Instrumentation and Controls systems in municipal Water/Wastewater, semiconductor, and food and beverage industries. He has managed a control panel shop, material acquisitions, man power, scheduling, quality control, and testing. He has been the department head over the Instrumentation and Controls service department.

SAMPLE OF PROJECT EXPERIENCE:

- Design and implement numerous upgrades, expansions, repairs to municipal water and wastewater systems.
- Supervise the installation and commissioning of all instruments and controls on several semiconductor fabs at Motorola
- Supervise the installation and commissioning of all instruments and controls on the ultra-pure water plant at Motorola
- Managed over all aspects of the daily operations of control panel shop

UNIQUE CAPABILITIES:

- Create Operation and Maintenance Manuals including extensive Field As-builts Drawings, Field Calibration Reports, and detailed Parameter List
- Provide PLC I/O Layouts
- Oversee all aspects of Construction
- Project Management
- Project Field startups
- Trouble shooting of old and new systems, PLC Logic/Relay Logic
- Comprehension of Process and Process Variables
- Perform field calibrations on instruments such as level, pressure, flows, density, turbidity, chemical analyzers, etc.
- Manage field personnel
- Coordinate startup activities with clients and other contractors
- Calibrations
- Troubleshooting Relay Logic, Motor Controls, UFO's



EXPERIENCE: 19+ years

EDUCATION: I.B.E.W. Joint Apprenticeship and Training Committee

INDUSTRY AND SPECIAL EQUIPMENT FAMILIARITY:

- Process control loops (flow, level, temperature, pressure, analyzers, etc.)
- Boiler and Furnace controls
- Chiller Controls
- Shutdown systems
- 5KV Motor controls
- Power distribution
- Fisher Provox DCS
- Conveyor controls
- Ultrapure water systems
- Wastewater treatment
- Blower Controls
- Blow molding
- HVAC controls
- Feed Plant Turn Heads and Conveyor Controls

ANTHONY CABELLO

FIELD TECHNICIAN

WORK SUMMARY:

Anthony delivers quality installation of control panels and instrumentation with peerless dedication to providing exceptional tech support, and customer satisfaction. He has 10+ years of experience in the installation, calibration, troubleshooting, retrofitting, and testing of control panels and instrumentation in a vast array of industries, and has extensive experience in process controls, instrumentation, and panel fabrication.

SAMPLE OF PROJECT EXPERIENCE:

- Built control panels using electrical schematics to make wire terminations, layout, and install devices and equipment specified for the job.
- Tested panels in the shop and field using meters to perform point-to-point continuity checks before panels are energized.
- Energized panels and tested functionality of all PLC and relay logic to prove out proper operation prior to official startup of equipment. Added devices, additional wiring, new calibrations, as well as making those changes to electrical schematics while in the field. Responsible for closing jobs which consists of performing a witnessed ORT and PAT, and taking care of any punch-list items.
- Worked a plethora of jobs in the field, many of which took place at the A.R. Davis Water Treatment Plant in Austin, TX. The first job included the replacement and testing of all 27 filter control panels along with every air scour, influent, effluent, drain, and backwash valves for each filter. Each filter also had a new turbidimeter added and calibrated along with other misc. SCADA upgrades and instrumentation. A second phase provided new upgrades and instrumentation to the Sludge Equalization Area.
- Worked as an Apprentice Field Technician at the Albert R. Ullrich Water Treatment Plant retrofitting new PLC equipment in all of the existing PLC panels that controlled various process equipment onsite.
- Led and worked back at the A.R. Davis Water Treatment Plant when Excel Construction and T. Morales replaced the 12 clarifiers and their field control stations. A nuclear sludge density transmitter was installed by CP USA to analyze the pumping of sludge out of each clarifier. This along with a multitude of instruments and upgrades to the 3rd floor of the Chemical Bldg. and Raw Water Intake concluded this phase.
- Upgraded the A.R. Davis Water Treatment Plant including RTU modifications, new relay logic, and updated all of the chemical feed panels.
- Assisted installation and leading of other important jobs for the City of Bryan/College Station and the retrofit to the PLCs and instrumentation at Still Creek and Burton Creek WWTPs, to the new installation at Brushy Creek Regional Water Treatment Plant in Cedar Park.



EXPERIENCE: 10+ years

UNIQUE CAPABILITIES:

- Troubleshoots adverse situations in a timely, precise manner
- Has the knowledge to redesign control logic and maintain functionality and aesthetics
- Deciphers new instrument installation and calibration processes with ease
- Provides detailed field reports, calibration reports and parameter lists
- Acts as an onsite Project Manager as well as Field Technician on all jobs
- Performs annual calibrations on a variety of instruments using a multitude of calibrating equipment and software

CHRISTIAN MOHR PROGRAMMER

WORK SUMMARY:

Christian works with the design team, the customer, and the end user to create a controls scenario for each application. This may include any or all of the following: hardware selection, PLC programming, HMI programming, and SCADA programming. As a programmer, Christian will also work with the Field Installers during the startup phase to check out the field wiring and devices before commissioning and to startup and debug the installed controls system.

Christian has 20+ years of experience in PLC and HMI programming in both factory automation and process automation. He has experience with many different types of PLC and Operator Interface manufacturers, and SCADA systems. His experience with PLC and HMI programming covers many different industries such as Product Manufacturing, Product Distribution, Material Handling, Equipment Test Systems, Water/Waste Water Treatment, and Food & Beverage.

SAMPLE OF PROJECT EXPERIENCE:

- OEM panel design, programming, startup, and support for high speed commercial printing machinery manufacturer.
- Hardware design of semiconductor manufacturing test equipment with I/O counts exceeding 5,000 digital and analog points.
- Installation, startup, and support of high speed scanning equipment for Fed Ex, UPS, and the US Postal service.
- Installation, startup, and support of industrial scanning equipment for manufacturing, material handling, and distribution.
- Design, programming, installation, startup, and support of conveyor control systems for manufacturing, material handling, and distribution.
- Process control programming, startup, and support of blower controls and aeration systems for Waste Water Treatment facilities.
- PLC and SCADA programming for Water/Waste Water Treatment facilities.



EXPERIENCE: 20+ years

EDUCATION: Associate of Applied Science in Automation Engineering Technology and Associate of Applied Science in Computer Science.

UNIQUE CAPABILITIES:

- Experienced with Factory Automation, Process Automation, Control System design, Control Panel design, Radio Systems, Distributed I/O Networks
- Experienced with hardware and programming software for many different manufacturers
 - Allen-Bradley
 - Modicon
 - GE/Square D
 - Omron
 - Ti/Automation Direct
 - Red Lion
 - Sick
 - National Instruments
 - Wonderware

SEAN COURTNEY PROGRAMMER

WORK SUMMARY:

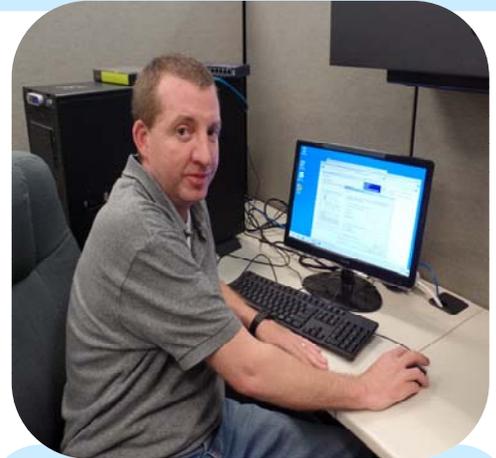
Sean has been a Controls Engineer for over 15 years with knowledge that crosses several system platforms. He has expertise in process equipment design, database management, process control programming and project management. He is also skilled in PLC programming, SCADA and Network design, commissioning and troubleshooting. While his core work history is in food and beverage and industrial wood working he has worked with several other industries. Sean can design turnkey solutions and integrate them into existing technology.

SAMPLE OF PROJECT EXPERIENCE:

- Design, configuration and commissioning for overall process control of a \$20 million parquet floor facility. This facility utilized CNC processes for all areas of production. MASCO Builders Cabinet Group. (Siemens, TPA and Progea')
- Designed and deploy SCADA, system for 2 bakeries (Bimbo). Over 2000 data points were used to identify areas of waste during production and packaging, and improve OEE. Inductive Automation's Ignition was used for both bakeries.
- Design and configuration of SCADA system to monitor food production and packaging. In addition to this, it was also used to keep historical data for food safety inspections, and used as a historical trending tool to monitor equipment performance. SCADA configuration included integration into the existing SPC trending, and Vision systems quality control.
- Design, configuration and startup of PLC control equipment for Distribution Centers for the food and beverage industries (Allen-Bradley and Inductive Automation)

UNIQUE CAPABILITIES:

- Project Management
- PLC Programming (Allen-Bradley, TPA, Telemecanique)
- SCADA Development (Wonderware, Inductive Automation, Rockwell Software)
- Process and Data Network Design
- Data Collection and Reporting
- LAN and Process Network Design and Configuration
- Historical Database Collection and Reporting (SAP Crystal Reports, MS SQL Reporting Services, MS Excel)
- Content Maintenance Management Systems (SOMAX)
- Startup and Commissioning of CNC and PLC equipment
- Advanced PC and Operating Software Knowledge (Windows, Linux, OSX)



EXPERIENCE: 15+ years

EDUCATION: Bachelor of Science in Computer Science, Western Iowa Tech

INDUSTRY AND SPECIAL EQUIPMENT FAMILIARITY:

- Process controls (flow, level, temperature, pressure, analyzers, etc.)
- Conveyor controls
- OEM Equipment Control Systems
- Material Handling Equipment
- Food & Beverage Processes
- Wastewater treatment
- SQF C

ANDREW LYNCH PROGRAMMER

WORK SUMMARY:

Andrew programs and develops control strategies with the end-user in mind, striving to exceed customer expectations and simplify the controls for Operator use.

SAMPLE OF PROJECT EXPERIENCE:

- Provided PLC programming, communication networks, redundant systems, and SCADA systems. Including all PLC programming and HMI screen development with a wide range of PLC hardware and SCADA software to a wide range of customers including Water and Wastewater treatment, Food and Beverage, a Federal Prison and many custom projects.
- Created configurable template programs to provide OEM solutions for Pump and Blower Controls that provide a high level of protection, simplicity and efficiency which have been used around the world.
- Installed many radio communication setups for relaying information to remote sites, including field installation of antennas and programming PLC's/Radio's for customer needs.
- Provided PLC controls and SCADA integration to many large Water/Wastewater Treatment systems including San Antonio Water System (SAWS) and The City of Austin, as well as many other municipalities across Texas.
- Programmed and installed many packaged waste water controls systems like Lift Station RTU's and Drip Irrigation Systems, including Field Installation, Wiring Termination, and Configuring of Instruments.



EXPERIENCE: 4+ years

CERTIFICATIONS: Proficy iFix

PLC SOFTWARE EXPERIENCE:

- Unity
- Concept
- Allen-Bradley RS-500/5000
- Telepace
- Isagraf

SCADA/HMI SOFTWARE:

- Wonderware
- Proficy iFix
- ClearSCADA
- Maple Systems
- Allen-Bradley RS View32 and Panelview
- Red Lion
- EZ Automation

CHRIS COX ESTIMATOR/PROJECT MANAGER

WORK SUMMARY:

Chris has over four years of experience in Project Management & Estimating, including industrial control panel design, project submittal preparation, and commissioning these installations. Chris has successfully implemented numerous municipal water/wastewater projects as well as numerous substation relay rack projects. Utilizing his great work ethic and maturity, Chris routinely manages a project load of up to fifteen projects with a total project cost of roughly \$2M.

SAMPLE OF PROJECT EXPERIENCE:

- General Contractor for the City of Bryan Wastewater Treatment Plants SCADA Improvements project which entailed to demolish existing control system and install eight new control panels & instrumentation while keeping sites fully functional. Duties for this \$900,000 job included: General contractor & project manager, selected equipment, designed control panels, supervised switchover, fabricated submittals, loop drawings, and O&M's.
- Responsible for more than twenty (20) electrical relay rack construction panel designs, review customers design, project management, procurement of equipment, oversight construction of racks, and coordination of testing & delivering for Western Area Power Administration.
- Responsible for design review, project management, fabrication oversight, and coordination of testing & delivery of more than forty (40) substations relay racks for Pedernales Electric Cooperative.
- Project manager of a \$500,000 project for the City of Bryan Thompsons Creek Wastewater Treatment Plant. Duties included: I&C project manager, designed control panels, selected equipment, fabricated submittals, loop drawings, and O&M's.
- General Contractor for the San Antonio River Authority SCADA Wrap-Up Design-Build project which entailed to modify & demolish existing control panels as well as add new panels for multiple sites while keeping the sites fully functional. Duties for this over \$90,000 job included: General contractor & project manager, selected equipment, designed control panels, supervised switchover & onsite testing, fabricated submittals, and O&M's.



EXPERIENCE: 4+ years

EDUCATION: Bachelor of Science in Electrical Electronics Engineering, Texas Tech University

UNIQUE CAPABILITIES:

- Develops Control Panel Layout Drawings and Wiring Schematics
- Project Management from Design to Installation
- Field Supervision of all field instrumentation, SCADA implementation, and control panel commissioning
- Creates Project Schedules, Submittals, Operation & Maintenance Manuals, & Loop Drawings
- Excellent communication/scheduling skills with project engineers, subcontractors, and end-users/customers
- Leads large teams to successfully complete Installation of Controls projects
- Mechanical design experience specifically pertaining to Substation Relay Rack metal design and procurement
- Provides detailed Cost Estimates and Develops Proposals

BRANDON FRIEMEL PROJECT MANAGER

WORK SUMMARY:

Brandon has 15+ years of experience in project management and construction management in water/wastewater, food & beverage, heavy/civil, commercial building construction, as well as other industries. Brandon has managed full life-cycle construction projects with scopes up to \$3M, leading primary and secondary teams sized 5-25 people. Brandon has unique experience and capabilities in process controls, instrumentation, radio telemetry, and control panel design/fabrication, in addition to a variety of design/build project experience.

SAMPLE OF PROJECT EXPERIENCE:

- Process Control Systems Integrator responsible for panel design, equipment procurement, project management, panel fabrication and field installation oversight of a \$300K SCADA/PLC control system for a new high service pump station for end-user San Antonio Water Systems.
- Project Manager responsible for the ground up design, equipment procurement, project management and fabrication oversight of 33 relay rack panels for a two substation build for end-user BP Wind.
- Project Manager responsible for the project delivery of numerous design/build pH neutralization system projects for Food & Beverage and Industrial Manufacturing clients such as Coca Cola Enterprises, Nestle Waters North America, Frito Lay, Gulfstream, Medallion Foods, etc. Dollar value of projects ranging from \$100K to \$1.5M.
- Project Manager responsible for the project delivery of a \$3M - 10,000 square foot aerobic wastewater treatment plant for an HEB Distribution Center.
- Field Construction Superintendent and Project Manager responsible for the project delivery of a new wastewater clarifier, including renovations to an existing clarifier, process piping, and lift station for Frito-Lay.
- Process Control Systems Integrator responsible for panel design, equipment procurement, project management, panel fabrication and field installation oversight of a \$380K SCADA/PLC control system for four existing well pump stations for end-user San Antonio Water Systems.

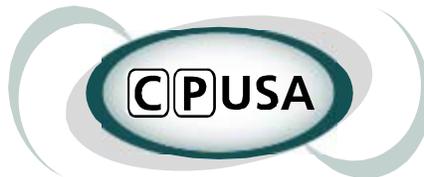


EXPERIENCE: 15+ years

EDUCATION: Bachelor of Science,
Texas A&M University

UNIQUE CAPABILITIES:

- Full Life-Cycle Project Management in Construction and Manufacturing Industries
- Development of control panel component layout drawings and wiring schematics
- Working knowledge of field instrumentation including flow, level, pressure, temperature, chemical analyzers, etc
- Contract Administration
- Change/Risk Management
- Development and maintenance of Critical Path Method schedules
- Construction oversight



Control Panels USA Inc.

Technical Proposal

Martin Salyer, the president of Control Panels USA Inc. will be Austin Water Utility (AW) primary point of contact for all services required for this project. He will assign individuals within the company for different tasks that will be required for the project that falls into that individual area of expertise. After award of contract, Mr. Salyer will arrange a meeting with key personnel with AW as a project kick off coordination meeting to discuss in detail all aspects of the project and the expectations of AW and CP USA. During this meeting, it will be determined the key personnel with each firm, AW & CP USA, that will be assigned to the project, their contact information and their roles for this contract.

Anticipated Services

As per the contract documents, scope of work, Austin Water Utility (AW) will from time to time need to engage an Instrumentation and Controls Systems (ICS) firm to implement SCADA improvement projects and provide SCADA support services for the Utility's mission critical Supervisory Control and Data Acquisition (SCADA) Systems. The services required will be performed on a scheduled and/or as needed basis. CP USA corporate office based locally in Austin, Texas maintains a service staff that will be available to perform SCADA services that is either scheduled or not scheduled as an emergency base type of call out available 24 hours a day 7 days a week. Included in tab 8 is our cost proposal for our hourly rates for each type of service

Additionally, the SCADA Support services will include, but not limited to, the design, installation, programming and configuration, troubleshooting, repair and testing of equipment and systems associated with the Utility SCADA Systems. SCADA support services including, but not be limited to; configuration, programming, troubleshooting, replacement and installation of the hardware and software associated with the SCADA systems such as; SCADA servers and Human Machine Interface (HMI) computers, Programmable Logic Controllers (PLC) and/or Remote Terminal Units (RTU), local area and wide area networks including routers, switches and cabling, and security systems and applications to keep the SCADA Systems secure. CP USA has experienced staff to provide all of the above services. Being that CP USA has provided equipment and services at numerous locations for AW, service calls maybe at these same locations where as we will already know the equipment, process and personnel at these locations.

Design Services

CP USA may be required to conduct and/or otherwise acquire the necessary field documentation, i.e. field survey data, test data, etc. to design the necessary equipment and system improvements desired by the utility. Depending on the nature of the task at hand, CP USA may be asked to perform turn-key design and installation service for SCADA system improvements and upgrades, emergency repairs services and routine maintenance activities.

Martin Salyer, P.E. is a registered Electrical Engineer for the State of Texas and numerous other states, can provide, along with his experienced staff, any design needs AW may have. CP USA has provided numerous PLC panels, SCADA hardware, computers, RTU's, etc. for AW for the past 14 years and is very familiar with the City's standards and requirements in all areas of their water and wastewater sites.

Control Panels USA Inc. is a registered Engineering Firm for The State of Texas.

As a part of our design services, CP USA is capable of developing submittals of proposed work for Owner Approval, prior to final implementation. CP USA will provide submittals for any panel modifications (to include bill-of-material, panel layout, power distribution, interconnecting wiring and I/O module loop drawings, etc.), PLC program modifications, top-end database and graphics modifications, and test procedures to confirm to the proper operation of modified hardware and software. The submittals will also be provided for a Project Schedule (in Microsoft Project and PDF format), as well as the Schedule of Values.

During the design phase of a project, CP USA may have workshops to define operational and programming modifications, development of control narratives, programming of new PLCs, top-end programming changes to reflect upgraded PLC signals, development and submittal of step-by-step test procedures to demonstrate each individual loop and function, startup and testing of new PLCs and associated top-end database and screens and training on system modifications for both Operations and SCADA personnel.

Installation Services

CP USA may be requested to provide services that are generally associated with the installation of SCADA equipment and might include; replacement in kind equipment, modifications to existing installations and/or installations of new equipment.

CP USA has the capability of installing new instruments and control devices, including installation of conduit and wiring. CP USA is capable of demolition of existing unused or abandoned control devices, conduit and wire. CP USA is very familiar with AW standard product specifications for field equipment that includes some of the following:

- Pressure/Level Instruments - Foxboro, E+H, Siemens, Rosemount
- Level Instruments (Ultrasonic) - Siemens/Milltronics, E+H
- Level Instruments (Submersible) – Dwyer, Blue Ribbon, KPSI
- Flow (Transit time & Doppler) – Panametrics
- Flow (Magmeters) – E+H, Rosemount, Foxboro, Siemens
- Flow (open channel) – Siemens/Milltronics, E+H

- Analytical – Hach
- Gas Detection – MSA, ATI
- Temperature – Rosemount

Our field service team has the experience and training for troubleshooting, calibration, replacement, proper installation methods and required maintenance for all of the field instrumentation equipment that AW utilizes. CP USA is capable of calibrating instruments and equipment interfacing with the control system. CP USA is capable of working with AW Instrumentation & Controls personnel to provide field troubleshooting services to identify field signals between control system elements, including using tools to measure analog and discrete signals, using current signal generators to simulate analog signals and simulation of outputs. CP USA can provide AW yearly/annual certified calibrations for field equipment that will include documentation that is acceptable by the State.

Any conduit and wire requirements will be performed by our Electrical Subcontractor T Morales Company under the guidance and direction of CP USA.

CP USA is capable and experienced in performing upgrades to AW control panels to replace existing, outdated PLCs with more readily supported, modern PLCs. CP USA has the experienced staff that can include the design of panel modifications including layout and wiring, submittal of design and installation for Owner approval, removal and installation of PLC components, termination and documentation of field wiring, development of as-built panel documentation, and development of I/O lists using AWU standard templates.

CP USA is capable of troubleshooting and repairing Ethernet networks, including both CAT5 and 6 copper wiring and fiber optic cabling. Tasks can include, verifying operation of copper cabling, replacing copper wiring, testing of fiber optic cabling, break detection of fiber optic cabling, installation of fiber optic cabling including termination and testing, testing of Ethernet switches, configuration of Ethernet switches, as well as testing and configuration of Ethernet ports on workstations and servers. Some of the above tasks will be provided by our Electrical Subcontractor under the guidance of CP USA.

CP USA is capable of installing and terminating various types of cables as necessary to interconnect new devices and SCADA equipment including instrumentation wiring. Ethernet copper cabling (CAT5 and 6) and single and multi-mode fiber optic cabling.

Programming and Configuration Services

CP USA has the capability to program and/or configure a number of SCADA related equipment and applications ranging from; Human Machine Interfaces, Programmable Logic Controllers, Remote Terminal Units, network switches and routers, to security related applications such as firewalls, router access control lists, network intrusion detection systems and historical data collection like SQL, Server historical database configuration and scripting. All programming of PLC, OIU, HMI and data collection equipment shall follow AW standards where applicable.

CP USA is capable of making modifications to existing PLC programs to include the addition

of new input/output signals and control logic, removal of abandoned I/O and control logic, and modifications to existing I/O and control logic. CP USA is very familiar with AW standardization of the PLCs and RTUs that includes the Schneider Electric product line of Modicon Quantum, M340 and Momentum PLCs. We are aware that there may still be some Modicon 984 PLCs, Allen Bradley ControlLogix PLCs and Square D Symax Model 400 & 500 PLCs that the City is still utilizing. We have the experienced staff for this equipment.

CP USA has the experience installing, supporting and/or maintaining PLC's and RTUs that use the Schneider Electric Concept and Unity Pro with some Legacy ProWorks, Square D Symate and Allen Bradley RS Logix 5000 software.

CP USA is capable of making modifications to the existing top-end (SCADA computers) I/O drivers and HMI database to include the addition of new hard and soft I/O signals, the removal of abandoned signals, and modifications to existing signals. Modifications may include the point name, description, alarm messages, I/O addresses and other database properties. These changes can be made to the database on both the primary and the standby top-end SCADA servers, as well as to any affected operator interface units (OIUs) which include a process database (PDB). CP USA is capable of making modifications to the existing top-end graphics to include the addition of new equipment as well as hard and soft I/O signals, the removal of abandoned equipment and signals and modifications to existing equipment and signals. This could include changing the system navigation, creating new process screens, modifying existing process screens, creating new equipment control popup screens and creating new screens for system utilities. CP USA is capable of working with SCADA HMI applications used by the Utility; GE Intelligent Platforms Proficy iFIX (Intellution) software and Telvent DNA software. We have the experience of working with AW at some of your locations that include the above software packages.

CP USA is capable of implementing and modifying existing security controls associated with SCADA networks and equipment including but not limited to; access control to computers, HMI's, PLC's and able to set up and configure SCADA cyber security applications like network monitoring, intrusion detection, anti-virus protection and fire walls. CP USA is capable of supporting network monitoring (Nagios), Cisco pix firewalls, network intrusion detection system (SNORT), virus protection system (TrendMicro), Windows Active Directory group policies, etc.

CP USA is capable of performing end-to-end testing to verify operation of HMI graphics, database, alarming and historical and field wiring and instrumentation. CP USA will provide test documentation to track checkout of all signals and components that CP USA has utilized on previous AW projects.

Emergency Support Services

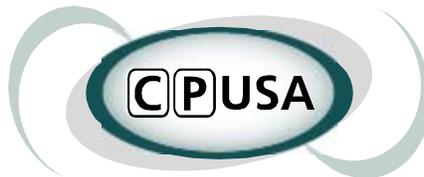
CP USA has the capability to provide assistance in troubleshooting and/or repair or replacing, failed or malfunctioning equipment and/or applications, on short notice, related to the operations of the WA SCADA Systems. Troubleshooting can be provided at the field device control loop level, up to the host computers and the network that connects them.

Documentation

CP USA will update and generate all documentation required to accurately capture as-built conditions of equipment and systems including; record drawings using AutoCad and/or Microsoft Visio latest release, specifications and documentation using Microsoft Office applications as requested by AW. CP USA will provide certified calibration reports for all instruments repaired and/or calibrated that will be acceptable to the State.

Summary

Due to our experience and knowledge of AW standardization of products and construction methods and also due to our knowledge of AW present project locations, CP USA meets and exceeds the requirements to provide the services as required for this solicitation.



Control Panels USA Inc.

Implementation/Deliverables Plan

Installation of SCADA Equipment including but not limited to computers, routers, switches, protocol converters, etc.

- CP USA will utilize our Project Management Methodology plan as outlined in Tab 7. For smaller installations, we may use a condensed version of this plan.
- Have an initial coordination meeting with AW personnel to make sure both firms fully understand the full scope of work.
- Insure that the technical services we are providing, meets the needs of AW and is the most current product offering available from the manufacturers
- Review with AW staff any possible scenarios that could cause problems during construction and/or installation and a plan of attack for these different scenarios to minimize any possible plant production problems
- Produce a construction schedule for AW that will show the critical path items and to coordinate with AW staff their availability to be on-site when required
- Coordinate all material deliverables and on-site installation of said materials such that inspectors are available and operators are present for any temporary outages
- Provide training services as required
- Provide documentation for all construction and/or red lines of existing documentation
- Progress payments will be on a month to month basis with one billing per month due to the City on the same date each month as requested by the City. Retention amount of 10% will be withheld out of each payment request and will be billed at the conclusion of each phase of the project.

Installation and wiring of Programmable Logic Controllers (PLC) Hardware including but not limited to PLC Racks, Remote Input/Output (RIO) Racks, Input/Output (IO) cards, Communication cards, etc.

- CP USA will utilize our Project Management Methodology plan as outlined in Tab 7. For smaller installations, we may use a condensed version of this plan.
- Have an initial coordination meeting with AW personnel to make sure both firms fully understand the full scope of work.
- Insure that the technical services we are providing, meets the needs of AW and is the most current product offering available from the manufacturers
- Review with AW staff any possible scenarios that could cause problems during construction and/or installation and a plan of attack for these different scenarios to minimize any possible plant production problems
- Produce a construction schedule for AW that will show the critical path items and to

- coordinate with AW staff their availability to be on-site when required
- Coordinate all material deliverables and on-site installation of said materials such that inspectors are available and operators are present for any temporary outages
- Provide training services as required
- Provide documentation for all construction and/or red lines of existing documentation
- Progress payments will be on a month to month basis with one billing per month due to the City on the same date each month as requested by the City. Retention amount of 10% will be withheld out of each payment request and will be billed at the conclusion of each phase of the project.

Installation of conduit and wiring including copper and fiber optic cabling

- CP USA will utilize T Morales Company as our Electrical Sub-Contractor for all electrical and conduit work that may be required. Morales Company and CP USA in a joint effort will work together as a team for these services. CP USA will coordinate all this work with Morales Company and all correspondence and documentation will be through CP USA.
- Replacement of any conduit and wire will be carefully inspected to find a reason why said equipment is being replaced and how we can prevent this same replacement in the future.
- New installations will be per code and carefully coordinated with AW to insure no construction problems with any existing installed equipment during installation.
- CP USA will provide red lines of all conduit installations on existing plant site drawings
- CP USA will provide drawings showing new wiring to existing equipment and/or new equipment.
- Progress payments will be on a month to month basis with one billing per month due to the City on the same date each month as requested by the City. Retention amount of 10% will be withheld out of each payment request and will be billed at the conclusion of each phase of the project.

Calibration of microprocessor based instruments and devices such as analyzers, flow meters, etc.

- Calibration services will be performed by experienced CP USA field personnel that will utilize annually calibrated test/calibration equipment.
- These services will be coordinated and scheduled with AW personnel at least a couple of weeks in advanced.
- Documentation for these services will be provided for each and every instrument calibrated.
- Progress payments will be on a month to month basis with one billing per month due to the City on the same date each month as requested by the City. Retention amount of 10% will be withheld out of each payment request and will be billed at the conclusion of each phase of the project.

Network infrastructure improvements including wireless and land base networks, Cisco routers and switches, Ethernet and MAS Radios

- These services will be provided by CP USA employees that have experience with this type of equipment
- Have an initial coordination meeting with AW personnel to make sure both firms fully understand the full scope of work.
- Insure that the technical services we are providing, meets the needs of AW and is the most current product offering available from the manufacturers
- Review with AW staff any possible scenarios that could cause problems during construction and/or installation and a plan of attack for these different scenarios to minimize any possible plant production problems
- Produce a construction schedule for AW that will show the critical path items and to coordinate with AW staff their availability to be on-site when required
- Coordinate all material deliverables and on-site installation of said materials such that inspectors are available and operators are present for any temporary outages
- Provide training services as required
- Provide documentation for all construction and/or red lines of existing documentation
- Progress payments will be on a month to month basis with one billing per month due to the City on the same date each month as requested by the City. Retention amount of 10% will be withheld out of each payment request and will be billed at the conclusion of each phase of the project.

Programming and Configurations services for SCADA equipment including but not limited to; Human Machine Interfaces (HMI) hardware, Programmable Logic Controllers (PLC) and Remote Terminal Units (RTU)

- These services will be provided by CP USA programming staff that have experience with the software that AW utilizes for the equipment
- Have an initial coordination meeting with AW personnel to make sure both firms fully understand the full scope of work.
- Insure that the technical services we are providing, meets the needs of AW and is the most current product offering available from the manufacturers
- Review with AW staff any possible scenarios that could cause problems during the programming and configuration services and a plan of attack for these different scenarios to minimize any possible plant production problems
- Produce a construction schedule for AW that will show the critical path items and to coordinate with AW staff their availability to be on-site when required
- Provide training services as required
- Provide documentation for all programming as required by AW
- Progress payments will be on a month to month basis with one billing per month due to the City on the same date each month as requested by the City. Retention amount of 10% will be withheld out of each payment request and will be billed at the conclusion of each phase of the project.

Process Control and Network troubleshooting and repair

- At initial point of contact for a service call, CP USA will work with AW person to determine if problem can be resolved during by a phone call and/or e-mail correspondence. We will make every effort to help AW staff to troubleshoot the problem via phone and/or e-mail in an effort to help save AW money by not dispatching a CP USA field technician if the problem can be resolved through communication with AW staff.
- If the problem will require a CP USA field technician, we will work with AW personnel for a temporary fix, if the call is during after hours, such that we can schedule our tech during normal (straight time) working hours in an effort to prevent emergency service (over time) rates.
- The field technician that we schedule to perform the field services, will be in contact with AW personnel to arrange an exact time for the service call and discuss any additional problems that may arise due to the initial problem and temporary fixes to the system until our field technician arrives
- CP USA field technician will stay in close communication with AW personnel during the troubleshooting and repair service along with possible ways to prevent the same type of problem in the future.
- At the conclusion of the troubleshooting and repair service call, a full description of the problem/reason for the service call will be documented on our service ticket along with the time spent and any materials used for the repair. AW personnel will be required to signed the service ticket agreeing to the time spend and materials utilized for the repair along with the signature of the CP USA employee that performed the services. AW will be invoiced at the end of the month for these services with a copy of the service ticket attached to the invoice with prices shown for all materials used for the repair and the time spent for the repair at the agreed upon hourly rates shown in our proposal.

SCADA Database Administration and Reporting

- These services will be provided by CP USA programming staff that have experience with the software that AW utilizes for the database administration and reporting
- Have an initial coordination meeting with AW personnel to make sure both firms fully understand the full scope of work.
- Insure that the technical services we are providing, meets the needs of AW
- Dependent on the size of these services, produce a construction schedule for AW that will show the critical path items and to coordinate with AW staff their availability to be on-site when required
- Provide training services as required
- Provide documentation for all programming as required by AW
- Progress payments will be on a month to month basis with one billing per month due to the City on the same date each month as requested by the City. Retention amount of 10% will be withheld out of each payment request and will be billed at the conclusion of each phase of the project.

SCADA Cyber Security Applications and Controls

- These services will be provided by experienced CP USA staff that have experience with the security system that AW utilizes
- Have an initial coordination meeting with AW personnel to make sure both firms fully understand the full scope of work.
- Insure that the technical services we are providing, meets the needs of AW
- Review with AW staff any possible scenarios that could cause problems during these services and a plan of attack for these different scenarios to minimize any possible security problems
- On larger projects, produce a construction schedule for AW that will show the critical path items and to coordinate with AW staff their availability to be on-site when required
- Provide training services as required
- Provide documentation for all security applications as required by AW
- Progress payments will be on a month to month basis with one billing per month due to the City on the same date each month as requested by the City. Retention amount of 10% will be withheld out of each payment request and will be billed at the conclusion of each phase of the project.

SCADA On-Site Testing and Commissioning

On larger projects, we will follow the same format the City requires for field testing of PLC/SCADA systems. Smaller applications, we will provide a reduced version of this field testing that will be discussed with AW staff and a test plan will be agreed upon by both parties before the testing is performed.

Operational Readiness Test (ORT)

After all Installation of the equipment, or portions thereof, CP USA will perform an ORT test. CP USA at a minimum, will conduct the following testing and Test Procedures:

Pre-ORT I/O Checkout Forms (performed by CP USA personnel only):

- Visual Inspection
- Wire Continuity Verification
- Instrument/Equipment Configuration
- Calibration
- Full physical I/O Loop Check of all Discrete and Analog devices

ORT System Checks Checkout Form:

- System Audit & Inventory & Hardware Inspection
- Ethernet & Fiber Communication Testing
- Cold Boot Testing

I/O Checkout Forms (with AW):

- Visual Inspection
- Wire Continuity Verification
- Instrument/Equipment Configuration
- Calibration
- Full physical I/O Loop Check of all Discrete and Analog devices

Functional Demonstration Test (FDT)

This is a test of the Functionality of the System, and will be completed after the ORT. This test is primarily intended to check programming functionality and full functionality of all equipment as installed and tested during the ORT. As such the test documentation will be provided by CP USA for each phase of this project. CP USA will ensure all CP USA supplied devices and equipment are operating correctly.

FDT Checkout Forms:

- PLC system testing and program verification
- HMI system testing and program verification

Site Acceptance Test (SAT)

This test is to be conducted by plant personnel with full operation of the plant and control system. CP USA will have personnel available on call and as needed during this testing. Upon completion of this test CP USA will issue a Certification of Installation on CP USA corporate letter head stating that the portions of the control system provided by CP USA has been completed and is in conformance with the intent of the project, and its plans and specifications.

Service Requirements

Technical services will be provided for the following three (3) categories and associated rated:

- Scheduled Service – services scheduled weeks in advanced and include; SCADA improvement projects, SCADA equipment and network health assessments, annual calibrations, monthly services, misc. projects, training, etc.
- Emergency On-Site Service – services required within one (1) day of notice
- Remote/Dial Up Support Services – services performed off site with the use of telephone, dial up services, or a private network connection

All rates are as shown in Tab 8 under cost proposal.

Scheduled Services will consist of implementing turnkey SCADA Improvement projects, troubleshooting and repair of existing SCADA systems, applications, equipment and/or infrastructure, partial and/or complete system checkout and maintenance and/or miscellaneous request as requested by the City of Austin to meet AW needs.

Emergency on-site services will consist of technical assistance being on-site within twenty-four (24) hours of call and responding to the City of Austin within (1) hour of the page or message. Communication between the technician and City of Austin will remain open during this time period.

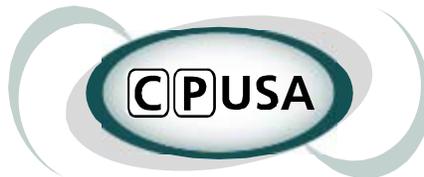
Remote/Dial Up Support service calls will consists of a telephone call back to the City of Austin

within one (1) hour of page and/or message and providing immediate assistance via a remote dial-in or remote network connection to troubleshoot and/or help repair the problem.

Where a clear scope of work is not defined in a project assignment and/or the service rates are not clearly identified, the work will be performed on a "Time and Material" basis as shown in Tab 8 under cost proposal.

Summary

One of the keys to having a good implementation/delivery plan is to have good open communication between AW and Control Panels USA Inc. that includes constructive well planned meetings, phone conversations and e-mail correspondence. This can then be followed by written documentation that confirms the key points of the conversations. Another important part of a successful plan is to have an actual plan in place to provide the scope of services that is required, one that is agreed upon by both parties and have a contingency plan in place for unforeseen events that may occur. Based on CP USA experience with AW on previous projects, we for see no problems with the line of communications between our two firms and the personnel representing our two firms, will continue to work together as they have in the past.



Control Panels USA Inc.

Project Management Methodology

Below is a short summary of the proposed & expected approach and execution method that will be employed on this project as it would on any other project that CP USA performs. Depending on the scope of work or required services required for each phase of this contract, some of the below tasks will not be applicable. CP USA understands we will be providing support services for the Utility's mission critical Supervisory Control and Data Acquisition systems and time will be of the essence during all phases of the project.

Scope of Work:

After the initial contact from AW, CP USA will make every effort to fully understand the scope of work for each task or phase of this project. On larger projects, our scope of work will be documented and sent to AW for verification to insure that both parties understand and concur that CP USA and AW agree on the scope of work and services to be performed. Critical sensitive portions of the project will be discussed and strategies will be put into place for these services that will be performed in these areas.

Submittal Phase:

CP USA will submit all required submittals for all major pieces of equipment and will provide drawings. The submittals will include the Schedules of Equipment (B.O.M.), cut sheets, calculations, drawings, etc. as it applies to each phase of work for this contract. This portion of the work may take anywhere from 2-4 weeks, depending on the size of the project as we have volumes of drawings that may need to be produced. Project scheduling may be included during this phase if requested and/or required for AW personnel.

Equipment Procurement Phase:

After submittal approval, CP USA will begin to procure and schedule procurement of all equipment to meet the deadlines and construction schedule of the different phases of this project.

Panel Fabrication:

After receipt of equipment CP USA will fabricate all required panels.

Un-Witnessed Factory Test:

Prior to performing a System Integration Test, and after fabrication of all panels, and after staging all equipment, computers, software, communication systems, etc. CP USA will perform internal testing on the system to ensure the control system is complete and ready for operation. This testing will be performed at the CP USA facilities and will include at a minimum the following testing and the following Test Procedures:

Panel Quality Checkout Form:

- Visual Inspection and Physical Integrity
- Proper Labeling
- Pull Test of all wires
- Heat Dissipation
- Full I/O Point-to-Point Test
- Power Up and Voltage Readings

UFT System Checks Checkout Form:

- System Audit & Inventory & Hardware Inspection
- Ethernet & Fiber Communication Testing
- Cold Boot Testing

I/O Checkout Forms:

- PLC I/O Point Tests

PLC and/or HMI Verification Forms:

- PLC system testing and program verification form
- HMI system testing and program verification form

Witnessed Factory Test (WFT):

This is a joint test with AW and CP USA, if required, at the CP USA facility in Austin, Texas. CP USA at a minimum will conduct the following testing and Test Procedures:

WFT System Checks Checkout Form:

- System Audit & Inventory & Hardware Inspection
- Ethernet & Fiber Communication Testing
- Cold Boot Testing
- Programming Functionality Testing of both the PLC and SCADA screens

I/O Checkout Forms:

- PLC I/O Point Tests

PLC and/or HMI Verification Forms:

- PLC system testing and program verification form
- HMI system testing and program verification form

Field Installation:

CP USA will have the required number of technicians on site at any one time performing terminations, instrument configurations, calibrations, etc. All these items will have to be coordinated with other trades and project construction schedules.

Control Panels USA is familiar with all instruments that AW has standardized on and has installed similar instruments on past projects that we have done for AW. CP USA will also review the mounting of all instruments to ensure proper mounting. In addition, CP USA will configure and set up all instruments, and where necessary will calibrate or range all equipment as appropriate. Parameter Lists shall be made and documented, and included in the Final O&M's to document how each device was configured or setup.

CP USA will provide startup and configuration services for all the field instrumentation supplied by CP USA as required. Specifically, as a minimum the following services will be provided:

- Termination and labeling of all control wires within all equipment and panels supplied by CP USA
- Calibration verification and/or calibration of each device provided by CP USA
- Configuration (setting of parameters) of all devices provided by CP USA
- Loop check verification of each device supplied by CP USA
- Proper calibration and loop testing documentation shall be provided for each device provided by CP USA

Operational Readiness Test (ORT):

After all Installation of the equipment, or portions thereof, CP USA will perform an ORT test. CP USA at a minimum, will conduct the following testing and Test Procedures:

Pre-ORT I/O Checkout Forms (performed by CP USA personnel only):

- Visual Inspection
- Wire Continuity Verification
- Instrument/Equipment Configuration
- Calibration
- Full physical I/O Loop Check of all Discrete and Analog devices

ORT System Checks Checkout Form:

- System Audit & Inventory & Hardware Inspection
- Ethernet & Fiber Communication Testing
- Cold Boot Testing

I/O Checkout Forms (with AW):

- Visual Inspection
- Wire Continuity Verification
- Instrument/Equipment Configuration
- Calibration
- Full physical I/O Loop Check of all Discrete and Analog devices

Functional Demonstration Test (FDT):

This is a test of the Functionality of the System, and will be completed after the ORT. This test is primarily intended to check programming functionality and full functionality of all equipment as installed and tested during the ORT. As such the test documentation will be provided by CP USA for each phase of this project. CP USA will ensure all CP USA supplied devices and equipment are operating correctly.

FDT Checkout Forms:

- PLC system testing and program verification
- HMI system testing and program verification

Site Acceptance Test (SAT):

This test is to be conducted by plant personnel with full operation of the plant and control system. CP USA will have personnel available on call and as needed during this testing. Upon completion of this test CP USA will issue a Certification of Installation on CP USA corporate letter head stating that the portions of the control system provided by CP USA has been completed and is in conformance with the intent of the project, and its plans and specifications.

Training:

CP USA will provide training as necessary and as requested by AW personnel on equipment and services we provide during the duration of the contract. Training can include documentation for provided equipment along with hands on approach training for calibration, trouble shooting strategies and recommended maintenance of supplied equipment.

Project Close-out:

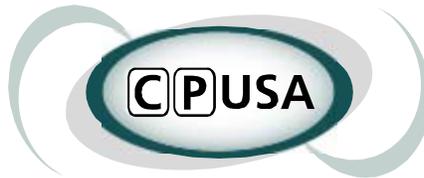
This phase of the project will include completing any remaining punch list items, turning over all O&M Manuals, AS-Built Drawings, etc.

Maintaining Plant Operations during System Transition:

CP USA will make every effort not to disrupt any existing plant operations. Any disruptions to any existing equipment will only be a matter of minutes, when necessary, and will be closely coordinated with all AW operations personnel.

Summary:

CP USA has the full support staff required to meet and provide all deliverables and testing as indicated above. The above methodology is our outline of the best practices for meeting our customers' requirements while providing the highest level of quality.



Control Panels USA Inc.

Authorized Negotiator

Martin Salyer, P.E.
President
16310 Bratton Lane
Building 1, Suite 100
Austin, Texas 78728
Office (512) 863-3224
Cell (512) 632-8129
Fax (512) 868-5446
msalyer@controlpanelsusa.net



Control Panels USA Inc.

Local Business Presence

Control Panels USA Inc. corporate office and manufacturing facility have been located at 16310 Bratton Lane, Building 1, Suite 100, Austin Texas 78728 for 3 years. We were previously located in Georgetown Texas for 12 years before moving to our current location of which we have a seven (7) year lease and have no plans of ever moving our corporate headquarters from Austin in the future. We would appreciate the City to take into consideration our presence within the Austin Corporate City Limits for the past 3 years.

ORDINANCE NO. 20111110-052

AN ORDINANCE AMENDING CHAPTER 2-7, ARTICLE 6 OF THE CITY CODE RELATING TO ANTI-LOBBYING AND PROCUREMENT; AND RENUMBERING SUBSECTION 2-7-999.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Chapter 2-7 Article 6 (*Anti-Lobbying and Procurement*) of the City Code is amended to read:

2-7-101 Definitions.

(1) AGENT means a person authorized by a respondent to act for or in place of respondent, including a person acting at the request of respondent, a person acting with the knowledge and consent of a respondent, or a person acting with any arrangement, coordination, or direction between the person and the respondent.

(2)[(4)] AUTHORIZED CONTACT PERSON means the person identified[designated] in a City solicitation as the contact regarding the solicitation, or the authorized contact person's designee during the course of the no-contact period.[for questions and comments regarding the solicitation.]

(3) CITY EMPLOYEE in this article means a person employed by the City.

(4) CITY OFFICIAL is defined in Section 2-7-2 (Definitions).

(5) DIRECTOR means the director of a department to which the purchasing officer has delegated authority for enforcing this Chapter.

(6)[(2)] NO-CONTACT PERIOD means the period of time from the date of issuance of the solicitation until a contract is executed. If the City withdraws the solicitation or rejects all responses with the stated intention to reissue the same or similar solicitation for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

(7)[(3)] RESPONSE means a response to a solicitation[-and includes a bid, a quote, a request for proposal response or a statement of qualifications].

(8)[(4)] RESPONDENT means a person responding to a City solicitation including a bidder, a quoter, responder, or a proposer. The term "respondent" also includes:

- (a) an owner, board member, officer, employee, contractor, [~~lobbyist,~~] subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;
- (b) a person or representative of a person that is involved in a joint venture with the respondent, or a subcontractor in connection with the respondent's response; and
- (c) a respondent who has withdrawn a response or who has had a response rejected or disqualified by the City.

(9)[(5)] REPRESENTATION means a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to~~[agent of the City which]~~:

- (a) provide[s] information about the response;
- (b) advance[s] the interests of the respondent;
- (c) discredit[s] the response of any other respondent;
- (d) encourage[s] the City to withdraw the solicitation;
- (e) encourage[s] the City to reject all of the responses; [~~or~~]
- (f) convey[s] a complaint about a particular solicitation; or[-]
- (g) directly or indirectly ask, influence, or persuade any City official, City employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation.

(10)[(6)] SOLICITATION means an opportunity to compete to conduct business with the City that requires City Council approval under City Charter Article VII Section 15 (Purchase Procedure).~~[includes an invitation for bids, a request for proposals, a request for quotations, and a request for qualifications.]~~

2-7-102 Findings; Purpose; Applicability.

(A) The Council finds that persons who enter a competitive process for a city contract voluntarily agree to abide by the terms of the competitive process, including the provisions of this Chapter.

(B)[(A)] The Council finds that it is in the City's interest:

(1) to provide the most fair, equitable, and competitive process possible for selection among potential vendors in order to acquire the best and most competitive goods and services; and

(2) to further compliance with State law procurement requirements.

(C)[(B)] The Council intends that:

(1) each response is considered on the same basis as all others; and

(2) respondents have equal access to information regarding a solicitation, and the same opportunity to present information regarding the solicitation for consideration by the City.

(D) A solicitation includes, without limitation, an invitation for bids, a request for proposals, a request for quotations, a request for qualifications, and a notice of funding availability.

(E) Unless this Article is invoked by Council, this article does not apply to an opportunity to compete for City social service funding; City cultural arts funding; federal, state and City block grant funding; and the sale or rental of real property.

(F) A representation excludes communication between a City of Austin attorney and a respondent's attorney.

2-7-103 Restriction on Contacts.

(A) During a no-contact period, a respondent shall make a representation only through the authorized contact person.

(B) ~~[If a]~~ During the no-contact period, a respondent may not make a representation to a City official or to a City employee other than to the authorized contact person. ~~[makes a representation to a member of the City Council, a member of a City board, or any other official, employee, or agent of the City, other than to the authorized contact person for the solicitation, the respondent's response is disqualified from further consideration except as permitted in this article.]~~ This

prohibition also applies to a vendor that makes a representation and then becomes a respondent.

(C) The prohibition of a representation during the no-contact period applies to a representation initiated by a respondent, and to a representation made in response to a communication initiated by a City official or a City employee [~~member of the City Council, member of a City board, or any other official, employee, or agent of the City~~] other than the authorized contact person.

(D) If the City withdraws a solicitation or rejects all responses with a stated intention to reissue the same or similar solicitation for the same or similar project, the no-contact period shall expire after the ninetieth[~~sixtieth~~] day after the date the solicitation is withdrawn or all responses are rejected if the solicitation has not been reissued during the ninety[~~sixty~~] day period.

(E) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or solicitation is cancelled.

(F) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the solicitation is cancelled.

(G) The purchasing officer or the director may allow respondents to make representations to city employees or city representatives in addition to the authorized contact person for a solicitation that the purchasing officer or the director finds must be conducted in an expedited manner; an expedited solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The purchasing officer's or director's finding and additional city employees or city representatives who may be contacted must be included in the solicitation documents.

(H) Representations to an independent contractor hired by the City to conduct or assist with a solicitation will be treated as representations to a City employee.

(I) A current employee, director, officer, or member of a respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a respondent, is presumed to be an agent of the respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the purchasing officer or director.

(J) A respondent's representative is a person or entity acting on a respondent's behalf with the respondent's request and consent. For example, a respondent may email their membership list and ask members to contact council

members on the respondent's behalf. The members are then acting per respondent's request and with their consent, and the members have become respondent representatives.

~~[(E) This section does not apply to a representation:~~

~~(1) made at a meeting convened by the authorized contact person to evaluate responses;~~

~~(2) required by Financial Services Department protest procedures for vendors;~~

~~(3) made at a Financial Services Department protest hearing;~~

~~(4) provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9 (Minority Owned and Female Owned Business Enterprise Procurement Program);~~

~~(5) made to the City Risk Management coordinator about insurance requirements for a solicitation; and~~

~~(6) made in public at a meeting held under the Texas Open Meetings Act.]~~

2-7-104 Permitted Representations.

(A) If City seeks additional information from respondent, [If a respondent seeks to make a representation to a City official employee, or agent during the no-contact period], the respondent shall submit the representation in writing only to the authorized contact person. The authorized contact person shall distribute the written representation in accordance with the terms of the particular solicitation. This subsection does not permit a respondent to amend or add information to a response after the response deadline.

(B) If respondent wishes to send a complaint to the City, the respondent shall submit the complaint in writing only to the authorized contact person. [If a respondent seeks to make a complaint about a particular solicitation to a member of the City Council or a member of a City board, the respondent should include the complaint in his written representation to the authorized contact person.] The authorized contact person shall distribute a[the] complaint regarding the process to members of the c[C]ity c[C]ouncil or members of the City board, to the d[D]irector of the d[D]epartment that issued the solicitation, and to all respondents of the particular solicitation. However, the director or purchasing officer shall not permit

distribution of any complaint that promotes or disparages the qualifications of a respondent, or that amends or adds information to a response. A determination of what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the director's or purchasing officer's sole discretion. Bid protests are not subject to this subsection. Documents related to a bid protest may not be forwarded to council under this subsection.

(C) If a respondent makes a written inquiry regarding a solicitation, the authorized contact person shall provide a written answer to the inquiry and distribute the inquiry and answer to all respondents of the particular solicitation.

(D) If a respondent is unable to obtain a response from the authorized contact person, the respondent may contact the director~~[Director of the Public Works Department]~~ or p~~[P]~~urchasing o~~[O]~~fficer as appropriate.

(E) A respondent may ask a purely procedural question, for example a question regarding the time or location of an event, or where information may be obtained, of a City employee other than the authorized contact person. This section does not permit a respondent to make suggestions or complaints about the contract process that constitute a representation to a City employee other than the authorized contact person. Notwithstanding this subsection, a respondent may not ask a procedural question of a councilmember, a councilmember's aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).

(F) This Article allows representations:

(1) made at a meeting convened by the authorized contact person, including meetings to evaluate responses or negotiate a contract;

(2) required by Financial Services Department protest procedures for vendors;

(3) made at a Financial Services Department protest hearing;

(4) provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9A-D (the *Minority-Owned and Women-Owned Business Enterprise Procurement Program*);

(5) made to the City Risk Management coordinator about insurance requirements for a solicitation;

(6) made in public at a meeting held under Texas Government Code, Chapter 551 (*Open Meetings Act*); or

(7) made from a respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules of Professional Conduct.

(G) Nothing in this article prohibits communication regarding the solicitation between or among City officials or City employees acting in their official capacity.

(H) A contribution or expenditure as defined in Chapter 2-2 (Campaign Finance) is not a representation.

2-7-105 Notice.

(A) An employee preparing a solicitation shall include a notice in the solicitation that advises respondents of the requirements of this article, including a notice that if any City official or City employee~~[official, employee or agent of the City]~~, other than the authorized contact person, approaches a respondent for response or solicitation information during the no-contact period, the respondent is at jeopardy if he or she makes any representation in response.

(B) ~~[When a solicitation is issued that requires Council action, t]~~The authorized contact person for that solicitation shall notify council members in writing~~[each City Council member]~~ that the no-contact period for that solicitation is in effect.

(C) When a solicitation is issued that will be reviewed by a City board, the authorized contact person for that solicitation shall notify in writing each member of the board that the no-contact period for that solicitation is in effect.

2-7-106 Disclosure of Prohibited Representation.

(A) If a City official or City employee receives a representation during the no-contact period for a solicitation, the ~~[City-]~~official or employee shall notify in writing the authorized contact person for that solicitation as soon as practicable. ~~[Notification to the authorized contact person must be made using a form prescribed by the City and include any supporting documentation.]~~

(B) During the no-contact period, a City official or City employee, except for the authorized contact person, shall not solicit a representation from a respondent.

2-7-107 Enforcement.

(A) A respondent that makes a prohibited representation violates this article. If the authorized contact person for a solicitation is informed, or receives information, that a respondent has made a prohibited representation during the no-contact period, the authorized contact person shall document the representation and notify the director or purchasing officer immediately.~~[If the authorized contact person for a solicitation finds that a respondent has made a prohibited representation during the no-contact period, the authorized contact person shall document his findings in a report and disqualify the respondent.]~~

(B) If the director or purchasing officer finds that a respondent has violated this article, the respondent is disqualified.~~[The Financial Services Department and Public Works Department shall adopt rules to administer and enforce this article. The rules must include the provision of written notice of disqualification to the respondent, and a process to protest a disqualification.]~~

(C) If a respondent is disqualified for a solicitation and the solicitation is withdrawn or if all responses are rejected, the respondent is disqualified for a reissue of the same or similar solicitation for the same or similar project. Section 2-7-103(D) does not limit the duration of the disqualification. The director or purchasing officer may determine what constitutes a "same or similar" project for purposes of this subsection.

(D) The Financial Services Department and a department to which the purchasing officer has delegated purchasing authority shall adopt rules to administer and enforce this article. The rules must include the provision of written notice of disqualification to the respondent and a process to protest a disqualification.

(E) This article is not subject to enforcement by the Ethics Review Commission.

2-7-108 Contract Voidable.

If a contract is awarded to a respondent who has violated this article, the contract is voidable by the City.

2-7-109 Debarment.

(A) If a respondent has been disqualified under~~[violates]~~ this article more than two times in a sixty month period~~[once in a three-year period]~~, the p[P]urchasing o[O]fficer shall debar a respondent from the sale of goods or services to the City for a period not to exceed three years, provided the respondent is given written notice and a hearing in advance of the debarment.

(B) The Financial Services Department and any department to which the purchasing officer has delegated authority for enforcing this article shall adopt rules to administer and enforce this section. The rules must include a hearing process with written notice to the respondent.

2-7-110 No Criminal Penalty.

Section 1-1-99 does not apply to this article.

2-7-111 Director Discretion.

A director has the discretion to apply this Article to any other competitive process not covered by this Article.

PART 2. Section 2-7-999 is renumbered 2-7-99 and moved to the end of Article 5.

PART 3. This ordinance takes effect on December 1, 2011.

PASSED AND APPROVED

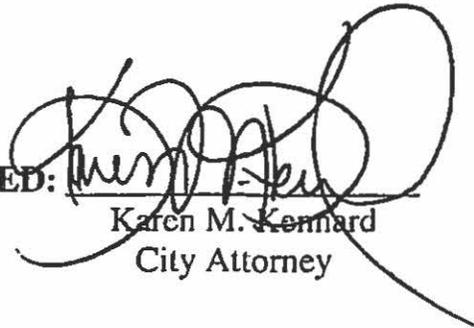
_____, November 10, 2011

§
§
§



Lee Leffingwell
Mayor

APPROVED:



Karen M. Kennard
City Attorney

ATTEST:



Shirley A. Gentry
City Clerk

Control Panels USA Inc. will abide by this Ordinance No. 20111110-052 dated November 10, 2011 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement.



Martin Salyer
President
Control Panels USA Inc.

Date: June 17, 2015



Control Panels USA Inc.

Proposal Acceptance Period

Control Panels USA Inc. proposal is valid for a period of one hundred and fifty (150) calendar days subsequent to the RFP closing date; June 25, 2015.



Control Panels USA Inc.

Proprietary Information

Control Panels USA Inc. proposal shall be deemed non-proprietary and available upon public request.



Cost Proposal

Technical Services Rates include the following:

1. Scheduled Service – Apply straight time rates for the appropriate profession or trade during a CP USA normal ten (10) hour day as described below. **Apply overtime rates for all hours worked in excess of the CP USA normal ten (10) hour day as described below.** Sundays and Holidays rates apply for the appropriate profession or trade if work is performed during these days regardless of whether or not the employee has completed a 40 hour work week.
2. Emergency On-Site Service – Same rates apply as described in item 1 above.
3. Remote/Dial Up Support Services – Same rates apply as described in item 1 above.

Profession/Trade	Straight Time Hourly Rate	Overtime Hourly Rate	Sundays & Holidays
Project Manager	\$124.00	\$186.00	\$248.00
Systems Integrator Lead	\$124.00	\$186.00	\$248.00
HMI / PLC Programmer	\$138.00	\$207.00	\$276.00
IT Professional (DBA, Routers, Firewalls, etc.)	\$138.00	\$207.00	\$276.00
Electrician / I&C Technician	\$105.00	\$157.00	\$210.00
Apprentice	\$62.00	\$93.00	\$124.00
CAD Designer / Drafter	\$85.00	\$127.00	\$170.00
Administrative (clerical/copies/submittals)	\$75.00	\$112.00	\$150.00
Principal	\$195.00	\$292.00	\$390.00

Straight time rates apply for all hours worked during the normal ten (10) hour day, Monday through Friday. Overtime rates shall apply for all hours worked in excess of the normal ten (10) hour day and all day Saturday, Sunday and Holidays.

Notes:

1. All service rates shall be billed at actual travel time + work time, provided the work is performed during normal work hours (portal to portal). A four (4) hour minimum charge is applicable for any dispatched personnel. Remote/Dial Up support services will be billed for actual time spent.
2. Overtime rates will be billed for any hours worked outside of the normal 10-hour

workday, Monday thru Friday. Saturday will be billed at the overtime rates. Sundays and Holidays shall be paid at the holiday rate indicated above, regardless of whether or not the employee has completed a 40 hour work week. Holidays consist of New Years Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving and the day after Thanksgiving, Christmas Eve and Christmas Day.

3. Travel lodging expenses in connection with the Contract for which reimbursement may be claimed by CP USA under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates. **Control Panels USA Inc. will not charge any per mile travel rates within the City of Austin metropolitan area.**
4. All materials, equipment, special tools, or other items requested to be supplied by CP USA shall be invoiced at the actual cost plus any applicable delivery charges plus 15% markup.

Schedule Services – Example (During normal 10 hour work days – overtime rates only apply after a 10 hour work day)

	Hourly Rate		
Systems Integrator Lead	<u>\$124.00/hr</u>	10 hours	<u>\$1,240.00</u>
HMI/PLC Programmer	<u>\$138.00/hr</u>	20 hours	<u>\$2,760.00</u>
IT Professional	<u>\$138.00/hr</u>	10 hours	<u>\$1,380.00</u>
Electrician/I&C Technician	<u>\$105.00/hr</u>	40 hours	<u>\$4,200.00</u>
Total Cost			<u>\$9,580.00</u>

Hourly Rate Multiplier for Afterhours	<u>1.5 multiplier</u>
Hourly Rate Multiplier for Weekends	<u>1.5 multiplier (Saturday)</u>
Hourly Rate Multiplier for Weekends	<u>2.0 multiplier (Sunday)</u>

Emergency On-Site Services – Example (During normal 10 hour work days – overtime rates only apply after a 10 hour work day)

	Hourly Rate		
HMI/PLC Programmer	<u>\$138.00/hr</u>	10 hours	<u>\$1,380.00</u>
Electrician/I&C Technician	<u>\$105.00/hr</u>	10 hours	<u>\$1,050.00</u>
Total Cost			<u>\$2,430.00</u>

Hourly Rate Multiplier for Afterhours	<u>1.5 multiplier</u>
Hourly Rate Multiplier for Weekends	<u>1.5 multiplier (Saturday)</u>
Hourly Rate Multiplier for Weekends	<u>2.0 multiplier (Sunday)</u>

Remote/Dial Up Services – Example (During normal 10 hour work day – overtime rates only apply after a 10 hour work day)

	Hourly Rate		
Systems Integrator Lead	<u>\$124.00/hr</u>	10 hours	<u>\$1,240.00</u>
HMI/PLC Programmer	<u>\$138.00/hr</u>	10 hours	<u>\$1,380.00</u>
IT Professional	<u>\$138.00/hr</u>	10 hours	<u>\$1,380.00</u>
Total Cost			<u>\$4,000.00</u>

Hourly Rate Multiplier for Afterhours	<u>1.5 multiplier</u>
Hourly Rate Multiplier for Weekends	<u>1.5 multiplier (Saturday)</u>
Hourly Rate Multiplier for Weekends	<u>2.0 multiplier (Sunday)</u>

Time and Material Services – Example (During normal 10 hour work days – overtime rates only apply after a 10 hour work day)

	Hourly Rate		
Project Manager	<u>\$124.00/hr</u>	10 hours	<u>\$1,240.00</u>
Systems Integrator Lead	<u>\$124.00/hr</u>	15 hours	<u>\$1,860.00</u>
HMI/PLC Programmer	<u>\$138.00/hr</u>	20 hours	<u>\$2,760.00</u>
IT Professional	<u>\$138.00/hr</u>	10 hours	<u>\$1,380.00</u>
Electrician/I&C Technician	<u>\$105.00/hr</u>	30 hours	<u>\$3,150.00</u>
CAD Designer/Drafter	<u>\$85.00/hr</u>	15 hours	<u>\$1,275.00</u>
Administrative	<u>\$75.00/hr</u>	4 hours	<u>\$ 300.00</u>
Total Cost			<u>\$11,965.00</u>

Hourly Rate Multiplier for Afterhours	<u>1.5 multiplier</u>
Hourly Rate Multiplier for Weekends	<u>1.5 multiplier (Saturday)</u>
Hourly Rate Multiplier for Weekends	<u>2.0 multiplier (Sunday)</u>

2.0 Sample Austin Water Pump Station Emergency Response – Saturday (Overtime Rates)

	Hourly Rate	Est. Hours	
HMI/PLC Programmer	<u>\$207.00/hr</u>	3 hours	<u>\$ 621.00</u>
Electrician/I&C Technician	<u>\$157.00/hr</u>	3 hours	<u>\$ 471.00</u>
Total Labor Cost			<u>\$1,092.00</u>
Total Travel Expenses & Miscellaneous			<u>\$ 0.00</u>
TOTAL PROJECT COST			<u>\$1,092.00</u>



Control Panels USA Inc.

Exceptions

Control Panels USA Inc. takes ***NO EXCEPTIONS*** to any portion of the City of Austin Solicitation No. JXH0505REBID – Installation and Support Services for Austin Water’s Supervisory Control and Data Acquisition (SCADA) Instrumentation and Control Systems.